

### Farmers Package Policy

Whereas the Insured has made to **HDFC ERGO General Insurance** (hereinafter called the Company), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions and limitations, to indemnify the Insured, in excess of the amount of the Deductible and subject always to the Sum Insured and/or Limit of Indemnity against such loss as is herein provided.

#### A Coverage

If an insured event described in one of the Covers below occurs then the Company will make payment but only if:

- 1) the insured event arises or occurs during the Policy Period, and
- 2) Only up to the available or remaining Sum Insured or Limit of Indemnity (or any sub-limit of either) as stated in the Schedule.
- 3) Coverage, special condition and special exclusion for optional cover is applicable provided same stands chosen by the insured.

#### Cover 1 a & b: Standard Fire and Special Perils

- 1) Cover is provided for the Insured's Buildings, Farmhouse and Contents in the Farmhouse on the same terms as if they were covered under the Company's [Standard Fire and Special Perils] Policy (which is deemed to be incorporated into this Policy for the purposes of this Cover only) but the cover provided is:
  - a) for the Policy Period only, and
  - b) is subject to the same terms, conditions, exclusions and warranties as the Company's [Standard Fire and Special Perils] Policy in all respects.
  - c) **Excess** – Nil. Terrorism Excess – 1% of claim amount, subject to minimum of Rs.10000 and maximum of Rs.5 lakhs,

#### Cover 2 a & b: Burglary and Robbery

- 1) Cover is provided for:
  - a) Loss or damage to the Building caused by actual or attempted Robbery or Burglary, and
  - b) Loss or damage to Contents in the Farmhouse caused by actual or attempted Robbery or Burglary, and
  - c) The reasonable costs incurred in changing damaged locks at the entry or exit points to or within the Building or the Farmhouse following actual or attempted Robbery or Burglary.
- 2) Special Conditions.  
The Insured shall:
  - a) take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents and/or money lost;

- b) immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/ or Final Report to the Company.
- 3) Special Exclusions  
The Company has no liability for and will not make any payment under this Cover:
    - a) Valuables.
    - b) if the Farmhouse has been unoccupied by the Insured and his Family for a continuous period of 35 days or a total of 60 days in any one Policy Period;
    - c) Theft.
    - d) For Cattle, Livestock, Motor, and Pedal Cycle.
    - e) Compulsory deductibles: 2.5% of SI, minimum 500/- and maximum 10,000/- for each and every claim.
  - 4) Basis of Indemnification – Market Value basis.

#### Cover 3: Farm Produce

- 1) Cover is provided for loss or damage to Farm Produce stored in a godown or other Building on the Farm caused by:
  - a) Accidental fire;
  - b) Lightning;
  - c) The explosion of gas in a domestic appliance;
  - d) Accidental impact damage;
  - e) Riot, strike or malicious damage.
- 2) Special Condition
  - a. Goods/stocks held in trust or commission stands included, if specifically declared.
- 3) Special Exclusions
  - a. Goods other than Farm Produce
  - b. Excess: 5% of Sum Insured subject to max of Rs.25,000/- for each and every claim.

#### Cover 4: Agricultural Pump set

- 1) Cover is provided for the following:
  - a) Loss or damage occasioned on the Farm to the Insured's Pump Set (whether electrical or diesel) used solely for Farm Business if caused by:
    - i) Accidental fire;
    - ii) Lightning;
    - iii) Mechanical or electrical breakdown;
    - iv) Riot, strike or malicious damage.

- b) If the Company accepts a claim under Clause 1) a) the nit will, subject to the Sum Insured, also pay the reasonable cost incurred by the Insured for dismantling and erecting the Pump Set and transporting it to the closest repairer.

2) Special Conditions

- a) It is a condition precedent to the Company's liability that upon the happening of any event that gives rise to or may give rise to a claim, the Insured shall immediately give the Company full details by telephone or telegram as well as in writing.
- b) The Insured shall preserve the damaged or defective parts and make the same available for inspection by the Company or its representatives till finalization of claim.
- c) In calculating a claim payment on repair basis, no deduction will be made for depreciation and the maximum rewinding charges payable, subject to the Sum Insured in the Policy Period are as follows:

Horse Power of the Pump Set	Rewinding charges (Rs)
3 and under	650
Above 3 and up to 5	825
Above 5 and up to 7.5	1050
Above 7.5	1350

- d) In case of total loss, due deduction of deprecation shall be made from the replacement value of the items covered.

3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for:

- a) any fault or defect existing at the commencement date of this Policy whether known or unknown to the Insured or the Company;
- b) loss or damage for which the manufacturer or supplier of the set is responsible;
- c) loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- d) any maintenance costs for the set or any replacement parts;
- e) the cost of rectifying functional failures unless due to an insured event under this Cover.

**Excess:** 1% of Sum Insured subject to minimum of Rs.100/- for each and every claim

**Cover 5: Television (All Risk)**

The Company will cover any unforeseen and sudden physical loss or damage to electronic equipment from any cause, other than those specifically excluded, necessitating repair or replacement provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the total Sum Insured stated in the Schedule.

**SPECIAL EXCLUSIONS**

The Company shall not, however, be liable for -

- a. the Excess of 5% of claim amount subject to minimum if Rs. 500/- to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single excess applicable to such items.
- b. loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the Company or not
- c. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- d. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- e. Any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f. loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g. loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h. consequential loss or liability of any kind or description;
- i. loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- j. Aesthetic defects, such as scratches on painted polished or enameled surfaces.
- k. In calculating a claim payment on repair basis, no deduction will be made for depreciation
- l. In case of total loss, due deduction of deprecation shall be made from the replacement value of the items covered.

**SPECIAL CONDITIONS**

**1) SUM INSURED**

It is a requirement of this cover that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

**Cover 6: Poultry**

- 1) Cover is provided for the death of the Insured's poultry on the Farm (in excess of the Mortality Rates shown in the Schedule) by disease and / or Accidental death, but cover shall immediately cease upon the Insured's sale or divestment of interest (temporary or permanent) in the poultry.

## 2) Special Conditions

It is a condition precedent to the Company's liability that:

- a) the poultry are provided with proper feed, water and shelter;
- b) the Insured shall:
  - i) ensure that poultry is vaccinated at proper intervals by a qualified veterinary practitioner;
  - ii) de-beak poultry at regular intervals by engaging a qualified veterinary practitioner;
  - iii) deliver to the Company Daily Mortality Reports on a weekly basis, failing which it shall be deemed that there was no mortality for that particular week;
  - iv) immediately upon discovery effectively isolate any poultry affected with any disease and take all precautions to protect against the infection of other poultry;
  - v) notify the Company of a claim immediately and in any event within 72 hours of the occurrence of an insured event and produce the affected poultry or carcasses to the Company or its authorized representative if so requested; in the event of an epidemic that affects or is likely to affect more than 10% of the poultry the Insured shall additionally:
- (1) notify the Company within 12 hours of discovery of the epidemic, and
- (2) ensure that a qualified veterinary practitioner examines the poultry on a daily basis;
  - c) the Insured shall not keep, introduce or allow the poultry into contact with any diseased or infected poultry or other animals, or allow poultry to be kept in any place where diseased or infected poultry or other animals have been kept;
  - d) the Insured shall maintain and produce to the Company upon request proper regular records of the daily stock position, feed consumption, egg production, culling, the purchase and sale of poultry, de-beaking along with the certificates issued by a qualified veterinary practitioner for the same, and the poultry numbers at monthly intervals during the Policy Period duly certified by a qualified veterinary practitioner.;
  - e) in the event of any claim the Insured shall immediately provide the Company with a post mortem report issued by a qualified veterinary practitioner.

## 3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for:

- a) death in transit by any means;
- b) death or disease caused by or attributable to under growth, cannibalism, or the predatory action of other animals;
- c) Marek's disease, Ranikhet disease, Fowl Pox or Bronchitis unless the poultry has been inoculated against such diseases by a qualified veterinary

practitioner at proper intervals and he has certified the same;

- d) Coccideos is and related diseases unless the Company is satisfied by the Insured that the diseases occurred inspite of the Insured having taken regular preventive and curative measures;
- e) malnutrition;
- f) the huddling or piling of poultry;
- g) Avian Leucosis Complex, Bird Flu
- h) Excess :**
  - Broiler - 5% of population in each batch.
  - Layer - 5% (1 day - 8 weeks), 3% (8 - 20 weeks), 1% per month (21 - 72 weeks) of each batch.
- i) **Deductibles** – 20% of each and every claim

## Cover 7: Cart Protection & Liability (Non-Motorised)

- 1) Cover is provided for the following:
  - a) Loss or damage caused to the Insured's Cart by Accident or the malicious act of a third party.
  - b) Subject to claim being admissible under 1)a), above Company will pay up to Rs.100/- per claim towards the cost of protecting and/or transporting the Cart to or from the closest repairer.
  - c) The death or permanent total disability of any animal(s) attached to the Cart when damaged by an Accident under Clause 1)a) as long as the death or permanent total disability:
    - i) is solely and directly caused by such event, and
    - ii) occurs at the time of such event or within 30 days of it, and
    - iii) Is properly certified by a qualified veterinary practitioner.
  - d) The death or permanent total disability of any driver authorized by the insured of the Cart occurring within 12 months of and caused solely on account of the driver accidentally sustaining Bodily Injury whilst mounting, dismounting from or driving the Cart. Maximum sum Insured stands restricted to 1 Lakh.
  - e) Any sum that the Insured is held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury or death sustained during the Policy Period whilst such third party is mounting, dismounting from or travelling as occupants on the Cart, or the loss of or damage caused to a third party passenger's property whilst being carried on the Cart.

## 2) Special Conditions

- a) In relation to Clause 1) c):
  - i) the humanitarian slaughter of an animal at the time of or within 30 days of the Accidental damage to the Cart and necessitated by the same shall be deemed to be death caused solely and directly by such event if the necessity for slaughter is properly certified by a qualified veterinary practitioner;

- ii) the permanent total disability of an animal will be deemed to have occurred if a qualified veterinary practitioner properly certifies that at the time of or within 30 days of the Accidental damage to the Cart the injuries sustained by the animal rendered it permanently and totally incapable of pulling any cart or trailer; if any animal is injured in circumstances that may give rise to a claim the Insured shall, immediately and at his own expense, have the animal examined by a qualified veterinary practitioner and follow any course of treatment recommended;
  - iii) In the event of the death of an animal, the Insured shall give the Company at least 24-hour's notice of his intention to dispose of the carcass and an opportunity to inspect the whole carcass before disposing of it.
- b) In relation to Clause 1)e), in the event of the Insured's death the Company shall, in respect of liability for Damages incurred by the Insured, indemnify his personal representatives/third party provided that they comply fully with all the terms and conditions of this Policy as if they were the Insured.

### 3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for the following:

- a) Any death, injury, loss, damage, liability or Damages arising directly or indirectly out of or howsoever attributable to:
  - i) the use of any animal or Cart other than for Farm Business;
  - ii) the driver of the Cart being under the influence of alcohol, narcotics drugs or hallucinogens;
  - iii) The driver or any passenger of the Cart committing or attempting to commit any criminal act.
- b) Racing, Running or any competition
- c) Additionally in relation to Clause 1) a):
  - i) loss or damage to any tyres or wheels, except that the Company shall pay 50% of the replacement cost of tyres if the Cart sustains damage covered under Clause 1) at the same time;
  - ii) Wear, tear, mechanical failure or breakdown or loss due to depreciation.
- d) Additionally in relation to Clause 1)e), any claim in respect of, arising out of or howsoever attributable to:
  - i) property belonging to or in the custody or control of the Insured, any members of the Insured's family, household or persons engaged in or upon the service of the Insured;
  - ii) loading or unloading
  - iii) Excess :
    - Cart - Rs.500/- for each and every claim.
    - Cattle - Rs.100/- for each claim.
    - Liability - Rs.500/- of each and every claim of Property Damage only.

### Cover 8: Tractors

- 1) Cover is provided for the Insured's Tractors on the same terms as if they were vehicles covered under the Company's myjeevika Commercial & Miscellaneous Vehicles Package Policy (which is deemed to be incorporated into this Policy for the purposes of this Cover only) but the cover provided is:
  - a) for the Policy Period only, and
  - b) Is subject to the same terms, conditions, exclusions and warranties as the Company's Motor Policy in all respects. (Wording attached)

### Cover 9: Pedal Cycle

- 1) Cover is provided for:
  - a) the loss of or damage to a Pedal Cycle belonging to the Insured or any member of the Insured's Family caused by Accident or the malicious act of a third party, and
  - b) any sum that the Insured is held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury, death or property damage sustained during the Policy Period and arising out of or in connection with the use of the Pedal Cycle.
- 2) Special Exclusions
 

The Company has no liability for and will not make any payment under this Cover for loss or damage:

  - a) caused or liability sustained by, through or in connection with the Pedal Cycle whilst being used for hire or reward, or for racing or pace making, or outside India;
  - b) caused or liability sustained by mechanical breakdown or overloading or strain;
  - c) to accessories by theft unless the Pedal Cycle itself is stolen at the same time;
  - d) Caused by or arising from any failure to secure the Pedal Cycle when left unattended.
  - e) Excess : Rs.100/- for each and every claim

### Cover 10: my:health Personal Accident Insurance

#### I Preamble

The Insured named in the Schedule has, by a Proposal and declaration which shall be the basis of the contract and shall be deemed to be incorporated herein, applied to L & T General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth.

The Company hereby agrees, subject to the definitions, terms, conditions, stipulations and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured/Insured Person to the extent and in the manner specified under various sections of this Policy, due to operation of any of the insured perils during the Policy period as herein after mentioned.

#### (A) Accident Benefit

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or expressed or endorsed hereon,

- i) If during the Period of Insurance** the Insured Person shall sustain bodily injury by reason of an accident anywhere in the world **And**
- ii) within 12 months of the accident**, such bodily injury solely and directly results in Death or Disablement of the nature specified below **Then**
- iii) the Company shall pay the corresponding Benefit indicated in the Table below together additional Benefits as may be applicable:-**

Table of Benefits	Percentage of Capital Sum Insured Payable
1. Accidental Death	100%
2. Permanent Total Disability	
i) Loss of sight of both eyes	100%
ii) Physical separation of two entire hands or two entire feet	100%
iii) Loss of one entire hand and one entire foot	100%
iv) Loss of sight of one eye and such loss of one entire hand or one entire foot	100%
v) Complete loss of hearing of both ears and complete loss of speech	100%
vi) Complete loss of hearing of both ears and loss of one limb/loss of sight of one eye	100%
vii) Complete loss of speech and loss of one limb/loss of sight of one eye	100%
For the purpose of items 2 above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively	
3. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever	100%
4. Permanent Partial Disability	
i) Sight of one eye	50%
ii) One hand or One foot	50%
iii) Loss of toes-all	20%
iv) Loss of Toes Great - both phalanges	05%
v) Loss of Toes Great - one phalanges	02%
vi) Loss of Toes Other than great, if more than one toe lost, each	01%
vii) Loss of hearing-both ears	50%
viii) Loss of hearing – one ear	15%

Table of Benefits	Percentage of Capital Sum Insured Payable
ix) Loss of speech	50%
x) Loss of four fingers and thumb of one hand	40%
xi) Loss of four fingers	35%
xii) Loss of thumb – both phalanges	25%
xiii) Loss of thumb- one phalanx	10%
xiv) Loss of index finger-three phalanges	10%
two phalanges	8%
one phalanx	4%
xv) Loss of middle finger-three phalanges	06%
two phalanges	04%
one phalanx	02%
xvi) Loss of ring finger-three phalanges	05%
two phalanges	04%
one phalanx	02%
xvii) Loss of little finger-three phalanges	04%
two phalanges	03%
one phalanx	02%
xviii) Loss of metacarpals-first or second,	03%
third, fourth or fifth	2%
xix) Any other Permanent Disablement	Percentage as assessed by panel doctor appointed by the Company.
5. Temporary Total Disablement	If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of 1% of the Capital Sum Insured under this Section hereto per week, but in any case not exceeding

Table of Benefits	Percentage of Capital Sum Insured Payable
	Rs. 6000/- per week and a maximum of 100 weeks in all, under this Policy in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.

## (B) Additional inbuilt Covers

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or expressed or endorsed hereon, in the event of a Claim for Accident Benefit being admitted under Scope of Cover A, the Company shall pay the Additional Benefits specified hereunder in the following circumstances in addition to the Scope of Cover A

A. Transportation	
In the event of Accidental Death of Insured Person outside his/her Home, reimbursement of transportation cost for carriage of dead body to Home including funeral/cremation charges is payable.	2% of Capital Sum Insured or 2,500/- (Two thousand five hundred) whichever is lower.
B. Ambulance Charges	
Reimbursement of Ambulance charges for transportation of Insured person to Hospital following Accident	Rs. 1000/- (one thousand) per insured person any one accident or actual expenses whichever is lower.
C. Out-Patients Costs	
Reimbursement of expenses towards Out- Patients treatment.	Rs. 1000/- (Rupees One Thousand only) per Insured Person for any one accident or actual expenses whichever is lower subject to a maximum of Rs 2500 during any one period of insurance.
D. Education Fund	
In the event of Accidental Death or Permanent Total Disablement of Insured/ Insured Person Education Fund for dependent children as below	

a) If one child up to the age of 23 yrs.	-10% (Ten percent) of Capital Sum Insured Subject to a maximum of Rs. 12500/-
b) If more than one children up to the age of 23 yrs.	-10% (Ten percent) of Capital Sum Insured Subject to a maximum of Rs. 25000/- in respect of all children
E. Loss of Employment	
In the event of accident leading to loss of employment as a consequence of 2,3 and 4 of table of benefits.	Rs. 15000/- or 1% of CSI whichever is lower.

## C. EXTENSIONS:-

Benefits under these Extensions are optional covers available to the Insured/Insured Person payable up to the limit of the Sum Insured as specified in the Schedule, subject to additional premium having been paid and a valid claim having been admitted under the (A) Accident Benefit Section and any specific limitation imposed in the Schedule to this Policy.

### 1. Accidental hospitalization Extension

This Policy shall be extended to cover medical expenses necessarily incurred and expended in connection with Accident under inpatient care, as specified in the Policy, for which a claim is made by the Insured and admitted by the Company.

In case Option1 is opted, The Company shall reimburse to the Insured an amount up to but not exceeding 50% of the compensation paid in settlement of a valid claim under this Policy or 20% of the Capital Sum Insured or actual medical expenses whichever shall be less in any one period of Insurance.

In case Option 2 is opted: The Company shall reimburse to the Insured an amount up to but not exceeding 100% of the compensation paid in settlement of a valid claim under this Policy or 50% of the Capital Sum Insured or actual medical expenses whichever shall be less in any one period of Insurance.

### 2. Cost of Travel

This Policy shall be extended to cover the Cost of Travel in the event that the Insured/Insured Person meets with an Accident outside the City/town of his/her residence and is hospitalized,

The Company shall reimburse the travel expenses of the Insured/Insured Person to his/her place of residence or any other location for emergency treatment as prescribed by the Medical Practitioner.

Or

The Company shall reimburse the travel expenses of one relative, friend or colleague of insured person or any other person nominated by the Insured Person or his/her spouse to join him/her for the journey to the place of accident or hospitalization of the Insured/Insured Person.

The maximum liability of the Company under this benefit shall be limited to 2% of the Capital Sum Insured or Rs. 10,000 or actual expenses whichever is lower in any one period of insurance.

Wherever a claim is reported the Insured must declare the name of the person availing this benefit at the time of reporting the claim.

### 3. Cost of Support Items

This Policy shall be extended, to reimburse cost of purchase of support items such as artificial limb, crutches, stretcher, tricycle, wheelchairs, intra-ocular lenses, spectacles or any other item which in the opinion of a Medical Practitioner is/ are necessary for the Insured/Insured Person due to injury sustained in the Accident.

The Company's maximum liability under this benefit shall be limited to Rs. 10,000 (Ten thousand) or 2% of Capital Sum insured or actual expenses, whichever is lower in addition to Capital Sum Insured in any one period of Insurance.

### IV General Exclusions

This Policy does not provide benefits for any Death, Disability, expenses or loss incurred as a result of any Injury attributable directly or indirectly to the following:

1. Any existing disability prior to the inception of the first policy with us.
2. Compensation under more than one of the Covers under 1, 2 or 3 of Table of Benefit in respect of the same accident and/or same period of disablement during a single Policy period.
3. Any other payment, after a claim under one of the Covers under 1, 2 or 3 of Table of Benefits has been admitted and become payable other than for payments under (B) and (C) mentioned under Scope of Cover in section A & B
4. Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the Company in that period would exceed Capital Sum Insured. This would not apply to payments made under (B) and (C) mentioned under Scope of Cover in section IIB
5. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
6. Death or disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
7. Loss due to disease/infection or as a result of any curative treatments or interventions that you carry out or have carried out on your body, except where such condition arises directly as a consequence of an accident during the policy period.
8. Directly or indirectly caused by venereal disease, sexually transmitted diseases, AIDS or insanity.
9. Accidental Death or Disability as a result of, or which is contributed to by, the Insured Person suffering from any pre-existing condition or pre-existing physical or mental defect, infirmity or congenital anomaly.
10. Death or disability caused by radiation, infection, poisoning except where these arise from an accident.
11. Any injury arising or resulting from the Insured or any of his family members committing any breach of law with criminal intent.
12. Death or disability or Injury due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions.
13. In the event the insured person is a victim of culpable homicide, i.e. where the insured dies due to act committed against him, which act is committed with the intention of causing death or with the intention of causing bodily injury as is likely to cause death, or with the knowledge that such act is likely to cause death.
14. Death or disability due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
  - i. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
  - ii. nuclear weapons material.
15. Death/Disablement/Hospitalization resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
16. While the Insured/Insured Person in participating or training for any sport as a professional, operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines; or serving in any branch of the Military or Armed Forces of any country, whether in peace or War.
17. Death or Disability arising or resulting from an Act of Trespassing by the Insured/Insured Person on any public/private property.
18. Any claim in respect of the Insured / Insured Person arising from:
  - i. intentional self-injury, suicide or attempted suicide (whether sane or insane)
  - ii. abuse of intoxicants or hallucinogens including influence of drug and alcohol
  - iii. driving any vehicle without a valid driving licence
  - iv. whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - v. whilst engaging as a driver, co-driver or passenger of a vehicle engaging in speed contest or racing of any kind (other than on foot) or participating in a trail run.
  - vi. engaging in bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports. Any consequential loss or damage cost or expense of whatsoever nature.

If the Company alleges that by reason of the exclusions



above, any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

#### **Specific Exclusion Applicable to Accidental hospitalization extension**

1. Any hospitalization for an existing disability from a previous accident which has occurred prior to the first inception of this policy.
2. Any stay in Hospital for an injury due to accident without undertaking any treatment.
3. Any hospitalization for accidental injury aggravated by an existing disability or pre-existing illness / condition / injury.
4. Any hospitalization, resultant from an accidental injury, received in convalescent homes, convalescent hospitals, health hydro's, nature cure clinic or similar establishments.
5. Any hospitalization due to an accidental injury where the treatment is undertaken by a family member and self medication or any treatment that is not scientifically recognized.
6. Vaccination and inoculation of any kind unless forming part of treatment for injury due to an accident as prescribed by the Medical Practitioner.
7. Vitamins and tonics unless forming part of treatment for injury due to an accident as prescribed by the Medical Practitioner.
8. Aesthetic treatment, cosmetic surgery and plastic surgery unless necessitated due to accident or as a part of any injury.
9. Treatment taken from persons not registered as Medical Practitioners under respective Medical Councils.
10. Loss caused directly or indirectly, wholly or partly by Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease.
11. Any other medical or surgical treatment except as maybe necessary solely as a result injury.
12. Any treatment taken outside India.

#### **V Claim Procedure**

It is a condition precedent to the Company's liability that upon the discovery or happening of any loss that may give rise to a claim under this Policy, the Insured/Insured Person shall undertake the following:

##### **Claim Intimation**

The claim has to be intimated to the Company's Call centre 1800-209- **5846** (1800-209- **LTIN**) or in writing at the nearest/ Policy issuing office of the Company immediately or as early as reasonably possible but not later than 30 days from the date of loss.

The following information should be furnished by the Insured/ Insured Person while intimating a claim:

1. Policy Number,
2. Location, Date and Time of accident,
3. Nature and cause of loss,

4. Whether Police authorities have been informed
5. Insured/Insured Person's contact numbers,

In case of Accidental Death, written notice of the death must be given before internment / cremation, and in any case, within one calendar month after the death,

In the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.

Any Medical or other agent of the Company shall be allowed to examine the Insured/Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company.

##### **Claim Processing**

For Accident Benefit

In case of Accidental Death, written notice of the death must, unless reasonable cause is shown, be so given before internment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation unless reasonable cause is shown for delay in reporting.

Any Medical or other agent of the Company shall be allowed to examine the Insured/Insured Person on the occasion of any alleged injury or disablement 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 Insured/Insured Person.

The following is the list of documents required to be submitted within 30 days of intimation of the claim. The Company reserves its right to call for any further information to prove the validity of the claims made under the various Covers :

##### **Accidental Death Claims:**

- Claim Form duly filled in and signed.
- Death certificate
- Doctors reports.
- Copy of post Mortem report.(wherever it is conducted)
- F.I.R, Police Panchanama / Final Investigation report (in case of accident outside residence)
- Copy of treatment papers, if any
- Newspaper cutting (in case the accident has been reported by press)

##### **Permanent Disablement Claims:**

- Claim Form duly filled in and signed.
- Copy of treatment papers, if any
- Disability Certificate or Medical Report determining disability.
- FIR, Police Panchanama (in case of accident outside residence)

##### **Temporary Total Disability Claims:**

- Claim Form duly filled in and signed.
- Copy of treatment papers and copy of medical investigation report / X-rays.



- Fitness certificate from the treating doctor.
- Leave certificate ( for salaried people)
- Salary certificate / income proof

#### **Transportation of Mortal remains & Funeral Charges:**

- Bills and receipt towards cost of transportation of the mortal remains to the place of residence/hospital and/or cremation/burial ground.
- Receipt of Cremation Charges

#### **Ambulance**

Bills/Receipts from a registered Ambulance Service Provider

#### **Out-Patients Costs**

- Consultation Papers/prescriptions
- Bills and receipts towards medical expenses.
- Copy of the medical test reports

#### **Education Grant:**

- Proof of number of dependent children viz. Ration card
- Age proof of the dependent children

#### **Loss of Employment:**

- Salary certificate from the employer.
- The letter from the employer terminating, dismissing the Insured from the present job mentioning the reason and effective date of termination, dismissal.

#### **Accidental Hospitalization**

- Original Hospital Main Bill
- Original Hospital Bill break up (Where issued by the Hospital)
- Original Hospital Bill Payment Receipt
- Hospital Discharge Card/Summary
- Original Pharmacy Bill with supporting prescriptions
- Medico Legal Certificate and/ or First information Report, where applicable and self statement giving description of the incident.

#### **Cost of Travel:**

- Copy of travel tickets or relevant proof of travel to/from the destination where Accident has taken place.

#### **Cost of support items:**

- Medical Practitioners prescription.
- Original Bills in respect of the item.

The Company may call for additional information and/or carry out verification on a case to case basis to ascertain the facts/collect additional information/documents of the case to determine the assessment of loss. Cost of such verification shall be borne by the Company.

Completed claim forms and written evidence of loss must be furnished to the Company within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured can satisfy the Company that it was not reasonably possible for the Insured to give proof within such time. However, no proof

will be accepted if furnished later than one (1) year from the time the loss occurred.

#### **Representation against Rejection**

Where rejection is communicated, the Insured/Insured Person, may if so desired, represent to the Company within 15 days for reconsideration of the decision.

#### **Condition Precedent**

Completed claim forms and documents must be furnished to the Company within the stipulated timelines. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured can satisfy the Company that it was not reasonably possible for the Insured to submit/give proof within such time.

The due intimation, submission of documents and compliance with requirements by Insured/Insured Person as mentioned above shall be essential failing which Company/TPA shall not be bound to entertain a claim.

#### **Claim Settlement**

Wherever a claim has not been settled within the stipulated time, the Company shall within a period of maximum 30 days on receipt of final completed set of documents/investigation reports (if applicable) offer settlement of the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of 30 days of receipt of the final completed set of documents/investigation reports (if applicable), in accordance with the provisions of Protection of Policyholders' Interests Regulations, 2002.

Company shall pay interest in cases of delay in settlement of claims, as per Reg. 9(6) of IRDA (Protection of Policy Holder's Interests) Regulations 2002

#### **VI General Conditions**

##### **1. Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non- disclosure of any material particulars as sought to be declared in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured/ Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.

Material information to be disclosed includes every matter that the Insured/Insured Person knows, or could reasonably be expected to know, that relates to questions in the proposal form and which is relevant to the Company's decision to accept the risk of insurance and if so on what terms. The Insured must exercise the same duty to disclose those matters to the Company in writing before the renewal, extension, variation, endorsement or reinstatement of the Contract..

##### **2. Observance of Terms and Conditions**

The due observance and fulfilment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured / Insured Person shall be a condition precedent to any

liability of the Company to make any payment under this Policy.

### 3. Reasonable Care

The Insured/Insured Person shall take all reasonable steps to safeguard against any accident or circumstances that may give rise to any claim under this Policy.

### 4. Alteration of Risk

All coverage under this policy shall cease if any alteration be made whereby the risk of injury is increased unless such alteration be agreed by the Company in writing.

The Insured/Insured Person shall give immediate notice to the Company of any change in business or occupation. Such intimation is not mandatory when only the employer changes but the nature of occupation does not change.

The Insured shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any disease, physical defect or infirmity with which the Insured/Insured Persons may have become affected since the payment of last preceding premium.

### 5. Notice of charge

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured /Insured Person, his/her nominees or legal representatives, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

### 6. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured/Insured Person's rights or recovery thereof against any person or organization, and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured/Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated. This clause applies only to coverage under the indemnity section of the policy does not apply to benefit sections.

### 7. Contribution

If there shall be existing any other insurance covering the same Insured/Insured Person whether effected by the Insured/Insured Person or not and If the Claim amount exceeds the Sum Insured under the Policy after considering the deductible or Co-pay, the Company shall not be liable to pay or contribute more than its ratable proportion of Claim. This clause does not apply where Claim amount is not exceeding the Sum Insured and/or to benefit sections under this Policy. Insured Person has the right to choose the Insurer by who Claim to be settled.

This clause applies only to coverage under the indemnity section of the Policy

### 8. Special Provisions

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

### 9. Electronic Transactions

The Insured /Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. Sales through such electronic transactions shall ensure that all conditions of section 41 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/ confirmed by the Insured/Insured Person.

### 10. Position after a claim

For Accidental Death or Permanent Total Disablement (Benefit (1) to Benefit (3) of Table of Benefits) claim, the Insured Person(s) in respect of whom such claim is admitted, shall stand deleted from the Policy as and from the date of accident.

For Permanent Partial Disablement (Benefit (4) of Table of Benefits) claim, the Capital Sum Insured shall stand reduced in respect of Insured person, to the extent of amount admitted under the claim towards Accident Benefit.

### 11. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured/Insured Person or any one acting on his/ her behalf to obtain any benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited for all Insured Persons. All sums paid under this Policy shall be repaid to the Company by all Insured Persons who shall be jointly liable for such repayment.

12. If a claim is rejected or partially settled and is not the subject of any pending suit or other proceeding as the case may be, within twelve months from the date of such rejection or settlement, the claim shall be deemed to have been abandoned and liability of the Company extinguished and shall not be recoverable thereafter.

### 13. Law and Jurisdiction

The geographical scope of this policy will be worldwide; however the claims shall be settled in India in Indian rupees. The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy or any claim thereunder.

### 14. Cancellation / Termination

The Company may at any time, cancel this Policy, on grounds of misrepresentation, fraud non disclosure of material fact or non co-operation of the insured, by giving 15 days notice in writing by Registered Post. Notice will be sent to the Insured at his / their last known address. The Company shall not be liable to repay the premium for the unexpired term from the date of the cancellation.

Cancellation initiated by the Insurer on any other occasion shall be on pro-rata basis. The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain relevant premium as per the scale given below.

Period On Risk	Rate of Premium Refunded
Up to 1 month	85%
Up to 2 months	80%
Up to 3 months	70%
Up to 6 months	50%
Exceeding six months upto 365 days	Nil

Policy with a single Insured shall automatically terminate in case of death of the Policyholder. In case of an individual Policy with multiple Insured Persons, the Policy shall continue to be in force for the remaining members of the family upto the expiry of current Policy Period. The Policy may be renewed on an application by another adult Insured Person under the Policy, whenever such is due.

Minimum premium of Rs 50 per policy will be retained by the Company towards administrative charges.

Minimum premium of Rs 50 will be retained for annual contracts.

### 15. Premium Rates for Short Period Cover

Short Period Scale Period	% of Annual Premium Rate to be charged
Not exceeding 1 month	15%
Exceeding 1 month but not exceeding 2 months	20%
Exceeding 2 month but not exceeding 3 months	30%
Exceeding 3 month but not exceeding 6 months	50%
Exceeding 6 months	Full annual premium/rate

### 16. Free-look Cancellation

A period of 15 days from the date of receipt of the Policy document is available to review the terms and conditions of this Policy. The Insured has the option of cancelling the Policy stating the reasons for cancellation if he has any objections to any of the terms and conditions. The Company shall refund the premium paid after adjusting the amounts spent on Stamp duty charges and proportionate risk premium. Cancellation will be allowed only if there are no claims reported under the Policy. All rights under this Policy shall immediately stand extinguished on the free look cancellation of the Policy. Free look provision is available at the time of first issuance of the Policy and not at the time of renewal of the policy. Minimum premium shall not apply for free look cancellations.

### 17. Renewals

- We shall not be bound to give notice that renewal is due.
- If You desire renewal, You shall apply to the Company for the same prior to expiry of the Policy Period of Insurance.
- Renewals are deemed to be continuous when received within a period of 30 days from the date of expiry of last policy, subject to however, to the effective policy inception date being reckoned from such period when the renewal premium is received by Us.

Policy will be considered as a fresh policy if there is a break of thirty or more days between the previous policy expiry date and current policy start date.

We will not be liable to pay any benefit or expenses (as payable) incurred during break period.

There will be no exit age on the Policy.

Once a claim for Accidental Death and Permanent Total Disability has been accepted by us and paid, the policy will not be renewed in respect of that insured person.

The Insured/Insured Person shall disclose to the Company in writing of any material change in circumstances at the time of seeking renewal of this Policy, irrespective of any claim arising or made and upon such disclosure the Company shall be entitled to modify or vary the terms of insurance and/or premium, if necessary, accordingly

- A Policy shall be ordinarily renewable for lifetime unless:
  - any fraud, misrepresentation, noncooperation or suppression of material facts as sought to be declared on the Proposal form by Insured or on behalf of Insured is found either in obtaining insurance or subsequently in relation thereto,
  - We have discontinued issuance of Policy under this Product, in which event Insured will have the option of renewal under any similar Policy being issued by Company; provided however, benefits payable shall be subject to the terms contained in such other Policy. Such modification or revision of the terms and conditions of the Product shall be intimated to Insured 3 months in advance along with reasons of modification and revision.

- e. Based on the experience of the Product, Premium, terms and conditions may be revised subject to prior approval of Insurance Regulatory and Development Authority. Such revision shall be intimated to you 3 months in advance with an option of renewal under any similar Policy being issued by Us. However, benefits payable shall be subject to the terms contained in such other Policy.

## 18. Continuity Benefits

For Roll Over Cases (Portability Policies) Continuity benefits shall be offered to all Insured/Insured Persons in accordance to IRDA circular from time to time.

Portability benefits are not automatically applicable under the Policy unless application for portability has been specifically made and subsequently accepted by the Company.

Where the product is offered to the customers of a specific institution, with which the Company has a tie up, continuity of benefits will be provided under the same or similar policies available with the Insurer during such period in the event that such tie-up has been discontinued.

## 19. Consideration

The Policy may allow payment of Premium in instalments as per pre-defined term at the inception of cover. In case of any default/delay in payment of such instalment, coverage shall stand withdrawn from such date of non-receipt of applicable instalment and shall resume only when such applicable instalment is paid. Coverage shall be reckoned from the date of receipt of such instalment. Claims arising within such period shall not be considered as part of the Cover.

Premium payable under this Policy will be in advance in the following manner:

- a) in the case of annually paid premium – before the beginning of each 12 monthly period when the annual premium instalment is due, or
- b) in the case of monthly / quarterly / half yearly installment premiums – before the beginning of each such period when the premium instalment is due.

## 20. Notice

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company. In case the Policy is sold via voice log the notice to the Company may be placed via same mode.

## 21. Place/Currency

No claim shall be payable under this Policy for any treatment or expenses outside India. All claims shall be payable in India and in Indian Rupees only.

## 22. Endorsements: Following type of endorsement are permissible under the Policy.

### Premium Bearing

- Addition of member – Newly married spouse or New born baby permissible at Renewal
- Policy cancellation

### Non Premium Bearing

- Address change
- Corrections – Names, address etc
- Change of Occupation

Above list is indicative.

## 23. Customer Support

HDFC ERGO General Insurance Company has a strong focus on providing exemplary Service to our Customers.

Our customers can contact us through the below mentioned touch points.

Dedicated 16 ×7 (7:00 am to 11:00 pm 7 days a week) Toll free number 1800-209- **5846** (1800-209- **LTIN** )

Email us at [help@ltinsurance.com](mailto:help@ltinsurance.com) or visit us at [www.ltinsurance.com](http://www.ltinsurance.com) to raise your query

SMS '**LT**' to 56070 **58** (56070-**LT**) and we will call the customer

Our Network of Branches

Write to us at our Corporate office address

**HDFC ERGO General Insurance Company Limited**  
**6th Floor, City 2, Plot No. 177, CST Road,**  
**Near Bandra Kurla Telephone Exchange,**  
**Kalina, Santacruz (East), Mumbai – 400098, India.**

### Senior Citizen Cell

'Good things come with time' and so for our customers who are above 60 years of age We have created special channels to address any health insurance related query. At HDFC ERGO, our senior citizen customers can reach us through the below dedicated channels to enable us to service them promptly

- Dedicated prompt in our Toll Free Number 1800-209- **5846** (1800-209- **LTIN** )
- SMS SENIOR to 5607058
- Email us at [senior@ltinsurance.com](mailto:senior@ltinsurance.com)

### Cover 11: Baggage

- 1) Cover is provided for the Insured and/or his Family against the Accidental loss or destruction of, or damage to personal baggage belonging to them or for which they are responsible whilst travelling anywhere in India (Beyond 25km. radius from insured's premises).
- 2) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for loss, destruction or damage to or caused by or arising from any of the following:

- a) Cracking scratching or breakage of lens or glass.
- b) Articles of a brittle or fragile nature, unless caused by an accident to a vessel, train, other mechanised vehicle or aircraft by which such baggage is conveyed by the Insured or his Family.
- c) Any process of cleaning, dyeing repairing or restoring to which the baggage is subjected.
- d) Moth, mildew or vermin.
- e) Electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television

- sets and tape-recorders) arising from over running, excessive pressure, short circuiting, arcing, self-heating or the leakage of electricity from whatever cause (including lightning).
- f) The mechanical derangement or over winding of watches or clocks.
  - g) Theft from cars except from fully enclosed saloon car shaving all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied.
  - h) Conveyance by any carrier under contract of affreightment.
  - i) Valuables.
  - j) Any item which did not form part of the contents of the baggage when the journey commenced unless specifically declared and accepted by the Company.
  - k) Items within the baggage of a consumable nature.
  - l) Loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about.
  - m) The leakage, spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature.
  - n) Any tour or travel undertaken within 25 Km. radius from insured's premises.
  - o) Any item of photographic equipment unless the whole unit lost or destroyed.
  - p) **Excess** : 5% of Sum Insured subject to minimum of Rs.250/-
- 7) Damages means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which the Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.
  - 8) Deductible means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy.
  - 9) Defence Costs means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.
  - 10) "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, provided that this person is not the Insured/Insured Person or a member of his/her family.
  - 11) This should be removed, as family definition is for PA section only
  - 12) Farm means the place described in the Schedule comprising a single operating unit from which the Insured's Farm Business is conducted, so long as the Insured's Farm Business is conducted from that place.
  - 13) Farm Business means the type of farming business of the Farm as specified in the Schedule.
  - 14) Farmhouse means the building on the Farm belonging to the Insured and in which he ordinarily resides, as described in the Schedule.
  - 15) Farm Produce means harvested crop on the farm intended for commercial sale in the course of the Farm Business, but does not include hay, growing plants, animals, birds, fish, oil or its derivatives, semen or embryos.
  - 16) Insured means the person or entity named in the Schedule.
  - 17) Limit of Indemnity means the amount stated in the Schedule by any Cover, which shall be the Company's maximum liability under this Policy (inclusive of Damages and/or Defense Costs, and regardless of the number of Insured's or claimants or the total number or amount of claims made against the Insured or the number of years the Insured has held a Farmers Package Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
  - 18) Pedal Cycle means the pedal cycle described in the Schedule.
  - 19) Permanent Total Disablement or PTD means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.
  - 21) Period of Insurance means the period between the Retroactive Date and the expiry date specified in the

#### **B Definitions (Applicable to all covers other than Cover 10 my:health Personal Accident Insurance)**

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

- 1) Accident or Accidental means a sudden, unintended, fortuitous visible and external event.
- 2) Bodily Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 3) Building means those buildings and structures listed in the Schedule (but not fencing, power poles and the overhead wiring between power poles) so long as they are owned by the Insured and used by the Insured for Farm Business.
- 4) Burglary means the unforeseen and unauthorized entry to or exit from the Buildings or the Farmhouse (with the intent to steal Contents from it) by a third party using aggressive and detectable means.
- 5) Cart means a non-mechanized and animal drawn cart as specified in the Schedule.
- 6) Contents means the items listed in the Schedule so long as they belong to the Insured and are contained in the Farmhouse.

Schedule and, if no Retroactive Date is specified, then the Policy Period.

- 22) Policy means the proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- 23) Policy Period means the period between the commencement date and the expiry date shown in the Schedule.
- 24) Pump Sets means the pump sets specified in the Schedule.
- 25) Robbery means the theft of Contents at the Farmhouse using unforeseen aggressive and violent means against the Insured or persons engaged in or upon the service of the Insured.
- 26) Schedule means the Schedule attached to and forming part of this Policy.
- 27) Sum Insured means the amount stated in the Schedule by any Cover, which shall be the Company's maximum liability under this Policy (regardless of the number of Insured's or claimants or the total number or amount of claims made against the Insured or the number of years the Insured has held a Farmers Package Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
- 28) Tractor means the tractor described in the Schedule.
- 29) Valuables means:
  - a) gold or silver or any precious metals or articles made from the same;
  - b) watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
  - c) deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
- 30) Kutcha Construction – Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/canvas/tarpaulin and the like shall be treated as Kutcha' construction for rating.
- 31) Pucca Construction – Construction apart from kutcha mentioned above
- 32) Moth, Mildew or Vermin means:
  - a. **Moth** is an insect with two pairs of broadwings covered in microscopic scales, typically drably coloured and held flat when at rest. Moths are chiefly nocturnal, and lack the clubbed antennae of butterflies.
  - b. **Mildew** is defined as a thin, superficial, usually whitish growth consisting of minute hyphae (fungal filaments) produced especially on organic matter such as wood, paper or leather bags or baggage.
  - c. **Vermin** is used to refer to a wide scope of organisms, including rodents, cockroaches, fleas, termites, lice, bed bugs and white ants.

## Definitions applicable to Cover 10 my:health Personal Accident Insurance

Following words and expressions which are defined to bear the same meaning wherever they appear in this Policy:

1. **We/Our/Us** means the HDFC ERGO General Insurance Company Limited.
2. **You/Your/Insured/Insured Person** means the person(s) named as Insured/Insured Person in the Schedule to this Policy, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
3. **Accident** means a sudden, unforeseen and involuntary event caused by external visible and violent means.
4. **“Co-payment”** is a cost sharing requirement under a health insurance policy that provides that the Insured will bear a specific percentage of the admissible Claim amount. A Co-payment is applicable on a claim and does not reduce the Sum Insured.
5. **Congenital Anomaly** means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

**“External Congenital anomaly”** means a condition(s) which is in visible and accessible parts of the body

**“Internal Congenital anomaly”** means a condition(s) which is not in visible and accessible part of the body.
6. **Contribution:** is essentially the right of the Company to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
7. **Capital Sum Insured or CSI** means the maximum amount of Accident Benefit to which an Insured/Insured Person is eligible, as specified in the Schedule.
8. **Cancellation:** defines the terms on which the Policy contract can be terminated either by the Insurer or the Insured by giving sufficient notice to other which is not lower than period of 15 days.
9. **Condition Precedent:** shall mean Policy term or condition upon which the Insurers liability under the Policy is conditional upon.
10. **Commencement Date/Inception Date:** means the commencement date of this Policy as specified in the Schedule.
11. **Dependents:** mean only the family members listed below:
  - i. Insured's legally married spouse ,
  - ii. Insured's dependent children – being your children(natural or legally adopted) aged between 3 months and 23 years, who is/are financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
  - iii. Insured's parents or parents in-law
12. **Day Care treatment:** refers to medical treatment and/or surgical procedure which is
  - undertaken under General or Local Anaesthesia in a hospital/day care centre for less than 24 hours due to technological advancement, and

- which would have otherwise required hospitalization of more than 24 hours.
  - Treatment taken as an outpatient is not included under the Policy.
- 13. Day Care Centre:** A Day care centre means any institution established for day care treatment of illness and/or injuries or a medical set up with in a hospital and which has been registered with 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) incharge
  - Has fully equipped operation theater of its own where surgical procedures are carried out
  - Maintains daily record of patients and will make these accessible to the Insurance company's authorized personnel.
- 14. Dental treatment:** is a treatment carried out by a dental practitioner including examinations, fillings(where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
- 15. Deductible:** A deductible is a cost-sharing requirement under this Policy that provides that the Company will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured. Deductible is applicable per Insured per claim
- 16. Disease:** means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner to that effect.
- 17. Disclosure to information norm:** The Policy shall be void and all Premium paid here on shall be forfeited to the Company, in the event of misrepresentation, mis-description or non- disclosure of any material fact.
- 18. Domiciliary hospitalization:** means medical treatment actually taken at home for a period exceeding 3 days, for an illness/disease/injury which in the normal course would require care and treatment at a Hospital but is actually undertaken while confined at home under medical advice and under any of the following compelling circumstances:
- a. The condition of the patient is such that he/she is not in a condition to be removed to a Hospital
  - OR
  - b. The patient takes treatment at home on account of non availability of a room in a hospital.
- 19. Emergency Care:** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and required immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.
- 20. Family** means the Insured, his/her spouse, children,parents and /or blood relatives i.e. brother or sister subject to the maximum ages as specified in the Policy.
- 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/Nursing Home** 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 the minimum criteria asunder:
- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
  - has qualified nursing staff under its employment round the clock;
  - 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 will make these accessible to the respective Insurance company's authorized personnel.
- 23. Hospitalization:** means admission in a Hospital/Nursing Home for minimum period of 24consecutive hours in Inpatient Care except for specified procedures/treatments, where such admission could be for period of less than 24consecutive hours.
- 24. 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.
- 25. Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 26. Illness:** means sickness or disease or a pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy period and requires medical treatment.
- 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.
- 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.
- 27. In-patient** means the person(s) named in the Schedule to this Policy who is/are admitted to Hospital/Nursing Home and stays for at least 24 hours for the sole purpose of receiving medical treatment covered under the Policy.
  - 28. Inpatient Care** means a treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.
  - 29. Proposer** means the person authorised by the group to propose for insurance on behalf of the members of the group.
  - 30. Insured** means the Group Owner named in the Schedule who has finalised the terms on behalf of the Insured Persons and in whose name the Policy is issued.
  - 31. Insured Person** means the person named in the Schedule to this Policy, having a place of residence in India and who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
  - 32. Loss of Limb** means physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.
  - 33. Out-Patient (OPD) treatment/Care** means treatment is one in which the Insured visits a clinic/hospital or associated facility like a consultation room for a diagnosis and treatment based on the advice of a medical practitioner. The Insured is not admitted as a Day Care or Inpatient.
  - 34. Medical Advice:** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
  - 35. Medically Necessary treatment** means any treatment, tests, medication, or stay in a Hospital/Nursing Home which
    - his required for the medical management of the illness or injury suffered by the Insured Person(s);
    - 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.
  - 36. 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, provided that this person is not the Insured/Insured Person or a member of his/her family.
  - 37. Notification of a 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.
  - 38. Period of Insurance/Policy Period** means the period between the inception date and the expiry date of the Policy as specified in the Schedule to this Policy or the date of cancellation of this policy, whichever is earlier.
  - 39. Permanent Total Disablement or PTD** means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.
  - 40. Permanent Partial Disablement or PPD** means bodily injury of such nature as permanently reduces the earning capacity of the Insured/Insured Person in any employment which he was capable of undertaking at the time of accident, as assessed by a Doctor appointed by the Company.
  - 41. Physical Separation** means separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.
  - 42. Policy** includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.
  - 43. 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.
  - 44. “Policy Period”** means the period between the inception date and the expiry date of the policy as specified in the Schedule to this Policy or the date of cancellation of this policy, whichever is earlier.
  - 45. “Policy Year”** means a year from the date of inception.
  - 46. “Proposal Form”** means the proposal and any other information given by the Insured to the company prior to the inception of the Policy which forms the basis of this contract of insurance
  - 47. Qualified Nurse** means a qualified person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
  - 48. Reasonable and Customary Charges** mean 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 among comparable providers only, taking into account the nature of the illness / injury involved.
  - 49. Renewal:** 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.
  - 50. Schedule means the** Schedule attached to and forming part of this Policy mentioning Your details, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
  - 51. 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 multi engine.

**52. Subrogation:** 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.

**53. Sum Insured** means, subject to terms, conditions and exclusions of this Policy, the Sum Insured representing Our maximum liability for any or all claims during the Policy Period specified in the Schedule to this Policy separately in respect of the Insured person(s)

**54. Surgery or Surgical operation** means manual and/or operative procedures for correction of illness or Injury, deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a Hospital/Nursing Home or Day Care centre by a Medical Practitioner.

**55. Table or Table of Benefits** means the Table of Benefits specified under the Accident Benefit section of this Policy.

**56. Alternative Treatment** are forms of treatments other than treatment under Allopathy or Modern Medicine and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

**57. Unproven/Experimental treatment:** Treatment including drug experimental therapy which is not based on established medical practice in India and is a treatment experimental or unproven.

**C General Exclusions – Applicable to covers other than Cover 1, Cover 8 and Cover 10.**

These General Exclusions apply in addition to the Specific Exclusions stated under the individual Covers above. Unless specifically stated to be covered in any Cover, the Company has no liability for and will not make any payment under this Policy for any claim under any Cover caused by or arising from any of the following:

- 1) The Insured's:
  - a) consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
  - b) legal liability;
  - c) Any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- 2) Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.
- 3) Liability more specifically insured elsewhere.
- 4) Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
- 5) Any claim in which the Insured, his servants, Family, household or persons engaged in or upon the service of the Insured are or are alleged to be involved.
- 6) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7) Asbestos is or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

8) War (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorism or terrorist acts or activities military or usurped power or confiscation or nationalization or requisition of or loss of or damage to property by or under the order of any government or public authority.

9) Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances, unless it is specifically covered.

10) Pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.

11) Terrorism exclusion unless it is specifically covered.

**D General Conditions - Applicable to covers other than Cover 1, Cover 8 and Cover 10.**

1) Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or, where applicable, the Named Insured, shall be a condition precedent to any liability of the Company under this Policy.

2) Reasonable Care

The Insured and/or, where applicable, the Named Insured, Family, household, or persons engaged in or upon the service of the Insured shall:

- a) take all reasonable precautions to prevent loss, destruction, damage, accident, bodily injury or any other matter for which a claim might be made under this Policy;
- b) after an insured event has taken place, do or cause to be done everything necessary to minimise the quantum of any claim that may be made;
- c) ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- d) when the Farmhouse or Buildings are left unattended or unoccupied, ensure that all means of entry to or exit from them have been properly and safely secured and any security system or aid has been properly deployed;
- e) keep the Farmhouse and Buildings, other buildings, ways and other maintainable property in a good state of repair;
- f) comply with all statutory and regulatory requirements and any safety regulations imposed by any authority;
- g) if any defect is discovered, by complaint or otherwise,

take immediate steps to remedy or rectify the same and in the meantime take or cause to be taken such temporary precautions as may reasonably be required in the circumstances;

- h) exercise all reasonable care and diligence in the selection of employees or other persons engaged or to be engaged in or upon the service of the Insured;
  - i) not knowingly permit or cause or suffer anything to be done or not done whereby the risks hereby insured against are increased;
  - j) Properly maintain all appliances, plant, machinery and any equipment and use the same or ensure that they are used only in accordance with the manufacturers recommendations and/or within capacity.
- 3) Duties & Obligations after Occurrence of an Insured Event Without derogation from any Special Conditions applicable to a particular Cover, it is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rises to or likely to give rise to a claim under this Policy, the Insured shall:
- a) immediately and in any event within 14 days (48 hours in the case of a claim under Cover 2 [Robbery and Burglary]) give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief;
  - b) if asked to do so by the Company, immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company;
  - c) within 28 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
  - d) expeditiously provide the Company, its representatives and appointees with all the information, assistance, records and documentation that they might require;
  - e) in relation to any third party liability claim for which cover is available under this Policy:
    - i) not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection with it without the written consent of the Company;
    - ii) permit the Company to take over and conduct in the name of the Insured the defence and/or settlement of any such claim and to incur Defence Costs, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require; if the Company, in its sole and absolute discretion, chooses to exercise its right hereunder then the exercise of such right will not under any

circumstances operate so as to modify or expand in any manner the Company's liability or obligations under this Policy beyond those that would have existed had the Company not exercised its right;

- f) In the event of fire - fire brigade should be called for immediately.

4) Basis of Claim Settlement

Without derogation from any Special Conditions applicable to a particular cover and subject always to the Sum Insured/Limit of Indemnity or sub-limits or the amount remaining of the same:

- a) Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost, then the Company will pay the repair or reinstatement cost limited to the cost of repairing or restoring the item to its condition immediately before the happening of the insured event.
  - b) In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.
  - c) In the case of the death of any animal insured under this Policy, the Company will pay in the same proportion as the number of deceased animals compared to the total number of animals insured bears to the Sum Insured.
  - d) All items that can be insured under any Cover of this Policy must be insured at their replacement value as at the commencement date of the Policy Period, which:
    - i) for buildings means the reconstruction cost of the building with a building of the same type and specification, inclusive of all ancillary costs;
    - ii) for other items means replacement with an equivalent item of the same kind and capacity;
    - iii) For animals means the cost of replacing the animals with animals of the same type, breed, age and health.
- If all items have not been insured and/or have been insured at a value less than their replacement value, then the Company's payment shall be proportionately reduced and the Insured shall be considered his own insurer of the difference.
- e) In relation to any third party liability claim for which cover is available under this Policy:
    - i) Defence Costs incurred by the Company by or on behalf of the Insured shall first reduce the Limit of Indemnity.
    - ii) All claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure

- to substantially the same harmful conditions, shall jointly constitute one claim under this Policy and as having been made at the time when the first claim was made in writing.
- iii) The Company will not settle any claim without the consent of the Insured, but if the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with the Company's prior written consent up to the date of such refusal.
- iv) In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured or any Insured under this Policy in respect of that claim.
- v) All amounts expended by the Company on its own behalf and on the Insured's behalf in the payment of any claim and/or in Defence Costs in the course of the investigation, defence and settlement of any Claim will reduce the Limit of Indemnity.
- f) If, at the time of any claim there is or but for the existence of this Policy would be any other Policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.
- g) The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- h) The Company shall not be liable to make any payment for a claim made under any Cover until such time as it has been fully satisfied by the Insured of the existence and amount of a claim and the Company's liability for it.
- i) The Company's liability to make any payment under the Policy is in excess of the Deductible.
- j) If the Insured or any claimant under this Policy shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.

#### 5) Right of Inspection

- a) The Company or its representatives may at any time undertake an inspection of any property or items insured hereunder and shall be entitled to the Insured's full cooperation and assistance in such inspection in terms of permitting access and providing information or documentation.
- b) The Insured shall comply with recommendations for improvements or risk minimization made by the Company (with or without an inspection) within the time period specified.
- c) Nothing in this General Condition 5) shall in anyway take away from or reduce the Insured's obligations under this Policy (including in particular General Condition 2)) or the Insured's disclosure obligations upon inception or renewal, which shall in all cases be assessed as if this General Condition 5) did not exist or any inspection or recommendation made pursuant to it had not been made.
- d) Any inspection undertaken by the Company shall not be or be deemed to be a warranty or assurance that the item so inspected is safe or in proper condition.

#### 6) Cancellation

- a) The Company may at any time, cancel this Policy, on grounds of misrepresentation, fraud, non-disclosure of material fact as sought to be declared on the proposal form or non co-operation by the insured, by giving 15 days notice in writing by Registered Post. Notice to the Insured/Insured Person will be sent at his/her last known address. The Company shall not be liable to repay the premium for the unexpired term.
- b) The Insured/Insured Person may also give 15 days notice in writing, to the Company, for the cancellation of this Policy/certificate of Insurance, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales below:

#### Short Period Scale

Period of Risk (not exceeding)	Premium to be retained (% age of the annual rate).
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual premium

No refund of premium shall be due or payable on cancellation if the Insured and/or, where applicable, the Named Insured, has made a claim under this Policy.

7) Notices

- a) Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.
- b) Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.

8) Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The cover headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

9) Entire Contract

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

10) Territorial Limits

This Policy covers insured events arising during the Policy Period within India as location specified in respect of Cover 10 (Personal Accident) and Cover 11 (Baggage). The Company's liability to make any payment under any Cover shall be to make payment within India and in Indian Rupees only.

11) List of documents required during claim

**Indicative list of Documents required  
Claim form duly filled**

Procurement Invoice	Cause of Death of Bird	Estimate of repairs	Copy of Police F.I.R.	Copy of Police F.I.R.
Estimate of Repairs	Count of birds	Procurement Invoice	Registration Cert.	Proof of Travel
Copy of Police F.I.R	PM Report for Bird	Bills of repairs	Driving License	Letter of subrogation
Fire Brigade Report	Daily Mort. record	PM/Disability Report	Estimate of repairs	Procurement Invoice
Bill of Repair	Log Book	Animal Valuation Report	Bills of Repairs	
	Vet. Cert.			
	Procurement Invoice	Animal Tag Details		
		Death		
		Certificate		

In case the repair and/or reinstatement is going to take longer time, the insured shall communicate in writing information the same and seeking extension of time.

**Grievance Redressal Procedure – Applicable to All Covers**

Vide Circular No. 3/CA/GRV/YPB/10-11 dated 27th July, 2010, the IRDA has defined the guidelines for Grievance redressed by Insurance Companies and the same has been incorporated.

For any grievance the Insured/Insured Person may write to:

**The Grievance Officer  
HDFC ERGO General Insurance Company Limited  
The Grievance Cell,  
HDFC ERGO General Insurance Company Ltd  
6th Floor, Leela Business Park,  
Andheri Kurla Road,  
Andheri, Mumbai - 400059.  
or write to**

The Grievance Officer at grievance @hdfcergo.com for Grievances relating to:-

- a) Delay in settlement or against decision on any claim
- b) Premium
- c) Non-issue or Interpretation of Policy terms
- d) or such other grievances

The Insured person may be entitled to approach the Insurance Ombudsman at nearest insurance ombudsman office. The list of Insurance Ombudsmen offices is as mentioned below.

**Names of Ombudsman and Addresses of Ombudsmen Centers**

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

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi &amp; Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p><b>GUWAHATI - Shri Kiriti B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD - Shri I. Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p><b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA - Shri P. K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW - Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>



OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA - Shri Chandra Shekhar Prasad</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE - Shri Vinay Sah</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>