HDFC ERGO General Insurance Company Limited

Policy Wording

HDFC ERGO Janata Personal Accident Insurance Policy

Preamble

Whereas the Policyholder named in the schedule has applied to HDFC ERGO General Insurance Company Limited (hereinafter called "the Company") for the insurance herein contained which insurance cover the Company agrees to provide subject to:

1. Any proposal or other information supplied by or on behalf of the Beneficiary:

1.1. Disclosing all facts and circumstances known to the Beneficiary that are material to the assessment of the risks insured hereby,

and

1.2. Forming the basis of this insurance, and

2. The Policyholder having paid the premium on or before the due date thereof and the realization thereof by the Company to grant such insurance to the Beneficiary subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

SECTION A. GENERAL DEFINITIONS

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

I. Standard General Definitions

Def. 1 **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

Def. 2 **Any one illness** means continuous Period of illness and includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment was taken.

Def. 3 **"Cashless facility"** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

Def. 4 **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

Def. 5 **Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

a. Internal Congenital Anomaly: Congenital Anomaly which is not in the visible and accessible parts of the body.

b. External Congenital Anomaly: Congenital Anomaly which is in the visible and accessible parts of the body.

Def. 6 Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

Def. 7 **Co-payment** means a cost-sharing requirement under a health insurance policy that provides

that the policyholder/insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the sum insured.

Def. 8 **Cumulative Bonus** means any increase or addition in the Sum Insured granted by the insurer without an associated increase in premium.

Def. 9 **Day Care Centre** means A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criterion as under—

--has qualified nursing staff under its employment;

--has qualified medical practitioner/s in charge;

--has fully equipped operation theatre of its own where surgical procedures are carried out;

--maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

Def. 10 **Day Care Treatment** means medical treatment, and/or surgical procedure which is:

a. Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hours because of technological advancement and

b. Which would have otherwise required a hospitalization of more than 24 hours

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

Def. 11 **Deductible** means a cost-sharing requirement under a health insurance policy that provides that We 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.

Def. 12 **Dental Treatment** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery.

Def. 13 **Disclosure to Information Norm** means the Policy shall be void and all premium paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

Def. 14 **Domiciliary Hospitalization**

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

- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or

- the patient takes treatment at home on account of non-availability of room in a hospital.

Def. 15 **Emergency care** means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

Def. 16 **Grace period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.

Provided the insurers shall offer coverage during the grace period, if the premium is paid in instalments during the policy period. (Note: In case of non-instalment premium payment, coverage shall not be available for the period for which no premium is received).

Def. 17 **Hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

--has qualified nursing staff under its employment round the clock;

--has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;

--has qualified medical practitioner(s) in charge round the clock;

--has a fully equipped operation theatre of its own where surgical procedures are carried out;

--maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

Def. 18 **Hospitalisation** means admission in a Hospital for a minimum period of 24 consecutive 'In patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.

Def. 19 **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and required medical treatment.

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

b) **Chronic Condition** is a disease, illness, or injury that has one or more of the following characteristics: -

c) it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests

d) it needs ongoing or long-term control or relief of symptoms

e) it requires rehabilitation for the patients or for the patient to be specially trained to cope with it

f) it continues indefinitely

g) it recurs or is likely to recur

Def. 20 **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

Def. 21 **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

Def. 22 **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.

Def. 23 **ICU Charges**

ICU(Intensive Care Unit) charges means the amount charged by a hospital towards ICU expenses which shall include the expenses for ICU bed,general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges

Def. 24 **Maternity expenses** means

a) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).

b) Expenses towards lawful medical termination of pregnancy during the policy period.

Def. 25 **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow up prescription.

Def. 26 **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

Def. 27 **Medical Practitioner** means 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 licence. Medical Practitioner who is sharing the same residence with the Insured person`s and is a member of Insured Person's family are not considered as Medical Practitioner under the scope of this Policy.

Def. 28 **Migration** means a facility provided to policyholders (including all members under family cover and group policies), to transfer the credits gained for pre-existing diseases and specific waiting periods from one health insurance policy to another with the same insurer.

Def. 29 **Medically necessary treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- is required for the medical management of the illness or injury suffered by the insured;

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

Def. 30 **Network Provider** means hospitals or health care providers enlisted by an insurer,TPA or jointly by an insurer and TPA to provide medical services to an insured by a cashless facility.

Def. 31 **Newborn baby** means baby born during the Policy Period and is aged upto 90 days

Def. 32 **Non-Network** refers to any hospital, day care centre or other provider that is not part of the network.

Def. 33 **Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized mode of communication. OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient

Def. 34 **Portability** means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credits gained for, pre-existing diseases and specific waiting periods from one insurer to another insurer

Def. 35 **Pre-existing disease** means any condition, ailment, injury or disease:

a) that is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or

b) for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy. .

Def. 36 **Pre-Hospitalisation** Medical Expenses means the Medical Expenses incurred during pre-defined number of days preceding the hospitalization of the Insured Person ,provided that:

I. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and

II. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company

Def. 37 **Post-Hospitalisation** Medical Expenses means the Medical Expenses incurred during the pre-defined number of days immediately after the Insured Person is discharged from the hospital, provided that:

i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and

ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company

Def. 38 **Qualified nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

Def. 39 **Reasonable and Customary Charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.

Def. 40 **Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.Room rent Means the amount charged by a hospital towards Room and Boarding expenses and shall include Associated Medical Expenses.

Def. 41 **Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

Def. 42 **Unproven/Experimental treatment**: Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

II. Specific Definitions

Def. 1 **Adventurous/Hazardous Sports** means any sport or activity involving physical exertion and skill in which an Insured Person participates or competes for entertainment or as part of his Profession whether he / she is trained or not.

Def. 2 **AYUSH Treatment** refers to the medical and/or hospitalisation treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems.

Def. 3 **Bank Rate** means the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due.

Def. 4 **Beneficiary** means any person(s) who is (are) insured under this policy.

Def. 5 **Benefit** means the payment or entitlement available in accordance with the Policy.

Def. 6 **Bodily Injury** means physical, external, Accidental bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the Period of Insurance.

Def. 7 **Break in policy** means the period of gap that occurs at the end of the existing policy term/instalment premium due date, when the premium due for renewal on a given policy or instalment premium due is not paid on or before the premium renewal date or grace period.

Def. 8 **Dependent Child** means an unmarried dependent child ordinarily residing with the Insured Person between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary institution at the time of the Date of Loss, including legally adopted and step-children, of an Insured Person or the Spouse of an Insured Person, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income

Def. 9 **Immediate Family Member** means a Beneficiary's children; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; adopted children; children from a previous marriage; step-parents; aunts, uncles; nieces, and nephews.

Def. 10 **Loss of Use** means the loss by the Beneficiary of the functional use of either one or both of his/her hands, feet or eye sight without actual physical separation of such part, as a result of a Bodily Injury.

Def. 11 **Material Facts** means all relevant information sought by the Company in the Proposal Form and other connected documents to enable it to take informed decision in the context of underwriting the risk.

Def. 12 **Non-instalment Premium Payment** refers to payment of premium for the entire policy period made in advance as a single premium

Def. 13 **Nominee** means the person(s) nominated by the Beneficiary to receive the insurance benefits under this Policy payable on the death of the Beneficiary.

Def. 14 **Policy** means Your statements in the Proposal Form, this Policy Wording (including endorsements, if any), any attachments to the policy and the schedule (as the same may be amended from time to time).

Def. 15 **Policy Period** means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.

Def. 16 **Policyholder** means the entity whose name(s) is/are specifically appearing as such in part I of the schedule to this Policy.

Def. 17 **Proposal** means the proposal form for and forming part of this Policy and any other documentation or information provided to the Company for the purposes of determining whether and upon what terms to offer or renew the Policy.

Def. 18 **Sum Insured** means the amount stated in the table of benefits in the policy schedule as the total sum insured or limited to the specific insurance details in any section of this Policy. The Sum Insured shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each section.

The total sum insured is a sublimit of liability. It is part of, and not in addition to the accumulation limit stated in the schedule, if any. It further reduces, and does not increase, the accumulation limit as stated in the schedule.

SECTION B. SCOPE OF COVER

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

Categories of Benefits

1 Accidental Death

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

2 Permanent Total Disability

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

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

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

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

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

Note:

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

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

Special Condition

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

SECTION C. SPECIFIC GENERAL EXCLUSIONS

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

1. Payment of compensation in respect of injury or disablement arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.

2. For Bodily Injury or Death caused or provoked intentionally by the Beneficiary.

3. For Bodily Injury or Death due to willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempted threat

4. For Bodily Injury or Death sustained or suffered whilst the Beneficiary is or as a result of the Beneficiary being under the influence of alcohol OR drugs or narcotics unless professionally administered by a Medical Practitioner or unless professionally prescribed by and taken in accordance with the directions of a Medical Practitioner.

5. For Bodily Injury or Death sustained whilst or as a result of participating in Adventure Sports. For Bodily Injury or Death whilst the Beneficiary is traveling by air other than as a passenger (fare paying or otherwise) on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.

6. For Bodily Injury or Death sustained whilst or as a result of participating in any criminal act with criminal intent.

7. For Bodily Injury or Death resulting from pregnancy within twenty-six (26) weeks of the delivery.

8. For Bodily Injury or Death sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.

9. For Bodily Injury or Death sustained whilst on service or on duty with or undergoing training with any military, militia or paramilitary organization, notwithstanding that the Bodily Injury or Death occurred whilst the Beneficiary was on leave or not in uniform.

10. Any pathological fracture.

11. Due to the Beneficiary committing any breach of the law with criminal intention.

12. INJURY or disease caused by or arising from or attributable to:

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

or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

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

b. Ionizing radiation or contamination by radioactivity from any source whatsoever.

c. Nuclear/Biological/Chemical or any kind of Weapons/Weapons material.

SECTION D. GENERAL CONDITIONS

I. Standard General Conditions

1. Condition Precedent to Admission of Liability

The terms and conditions of the Policy must be fulfilled by the Insured Person for the Company to make any payment for claim(s) arising under the Policy.

2. Fraud

If any claim made by the Insured Person, 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 Person or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this Policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who have made that particular claim, who shall be jointly and severally liable for such repayment to the Insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent or the hospital/doctor/any other party acting on behalf of the Insured Person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

a) the suggestion, as a fact of that which is not true and which the Insured Person does not believe to be true;

b) the active concealment of a fact by the Insured Person having knowledge or belief of the fact;

c) any other act fitted to deceive; and

d) any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the Policy benefits on the ground of Fraud, if the Insured Person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the Insurer.

3. Moratorium Period

After completion of sixty continuous months of coverage (including portability and migration) in

health insurance policy, no policy and claim shall be contestable by the insurer on grounds of non-disclosure, misrepresentation, except on grounds of established fraud. This period of sixty continuous months is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever, the sum insured is enhanced, completion of sixty continuous months would be applicable from the date of enhancement of sums insured only on the enhanced limits

4. Claim Settlement (Provision for Penal Interest)

i. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of claim intimation.

ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the Policyholder from the date of receipt of intimation to the date of payment of claim at a rate 2% above the Bank Rate.

5. Free look Period

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the policy.

The insured person shall be allowed free look period of thirty days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to:

a. a refund of the premium paid less any expenses incurred by the Company on medical examination of the insured person and the stamp duty charges or

b. where the risk has already commenced and the option of return of the policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover or

c. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

6. Renewal

A health insurance policy shall be renewable except on grounds of established fraud or non-disclosure or misrepresentation by the insured, provided the policy is not withdrawn and also subject to conditions stated under Moratorium clause of this schedule.

a) Renewal of a health insurance policy shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years, except for benefit based policies where the policy terminates following payment of the benefit covered under the policy like critical illness policies.

b) The company shall condone a delay in renewal up to the grace period from the due date of renewal without considering such condonation as a break in policy.

c) No loading shall apply on renewals based on individual claims experience

d) The Company shall not resort to fresh underwriting unless there is an increase in sum insured. In case increase in sum insured is requested by the Policyholder, the Insurer may underwrite only to the extent of increased sum insured.

e) Renewal premium due can be paid prior to the due date as per norms set out by the Company.

7. Portability

The Insured Person will have the option to port the Policy to other insurers by applying to such Insurer to port the entire policy along with all the members of the family, if any, at least 30 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to Portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed Insured Person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

8. Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.

9. Complete Discharge

Any payment to the Policyholder, Insured Person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the Policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

10. Possibility of Revision of terms of the Policy including the Premium Rates

The Company, with prior approval of IRDAI, may revise or modify the terms of the Policy including the premium rates. The Insured Person shall be notified three months before the changes are effected.

11. Withdrawal of Policy

i. In the likelihood of this product being withdrawn in future, the Company will intimate the Insured Person about the same 90 days prior to expiry of the policy.

ii. Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as Cumulative Bonus, waiver of waiting period as per IRDAI guidelines, provided the policy has been maintained without a break.

12. Nomination

The Policyholder is required at the inception of the Policy to make a nomination for the purpose of payment of claims under the Policy in the event of death of the Policyholder. Any change of nomination shall be communicated to the Company in writing and such change shall be effective only when an endorsement on the Policy is made. In the event of death of the Policyholder, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of

the Policyholder whose discharge shall be treated as full and final discharge of its liability under the Policy.

13. Grievance Redressal Procedure

In case of any grievance the insured person may contact the company through:

First Point of Contact	Call us at 022 6158 2020 / 022 6234 6234/www.hdfcergo.com
Level 1	For lack of a response or if the response provided does not meet your expectation, you can: 1. Write to The Complaints & Grievance Cell (C&G Cell) HDFC ERGO General Insurance Company Limited, D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra 2. You can also write an email to grievance@hdfcergo.com 3. Call on 18002677444 (operational Monday - Saturday 9AM to 6PM)
Level 2	If you're not satisfied with the resolution or if no response was received within 15 days, you can: 1. Write to the Chief Grievance Officer HDFC ERGO General Insurance Company Limited, D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra 2. You can also write an email to cgo@hdfcergo.com
Level 3	In case grievance is not resolved at the above escalation levels, you can also lodge an online complaint through the website of Council for Insurance Ombudsmen (CIO) www.cioins.co.in

Dedicated Helpline For	Email ID	Contact Number
Senior Citizen	seniorcitizen@hdfcergo.com	022 6158 2026
Women	-	022 6158 2055

You may also refer the Grievance Redressal Escalation matrix on our website https://www.hdfcergo.com/customer-voice/grievances

If Insured Person is not satisfied with the redressal of grievance through above methods, the Insured Person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://bimabharosa.irdai.gov.in

14. Cancellation

The Policyholder may cancel this Policy by giving 7 days' written notice and in such an event, the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period.

Note: For Policies where premium is paid by instalment : In case of admissible claim under the Policy, future instalment for the current Policy Year will be adjusted in the claim amount and no refund of any premium will be applicable during the Policy Year.

The Company may cancel the Policy at any time on grounds of established fraud or non-disclosure or misrepresentation by the Insured Person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of established fraud or non-disclosure or misrepresentation.

Refund of Policy premium in case of death of Insured Person/s: Policy premium shall be refunded proportionately for the deceased Insured Person, for the unexpired Policy Period in case of death of any Insured Person/s

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where any claim has been admitted or any benefit has been availed by the Insured Person under the Policy

II. Specific General Conditions

1. Where Proposal Forms are not received, information obtained from the Policyholder or Beneficiary whether orally or otherwise is captured in the policy document. The Policyholder or Beneficiaryshall point out to the Company, discrepancies, if any, in the information contained in the policy document or certificate of insurance, as applicable, within 15 days from policy / certificate issue date after which information contained in the policy or certificate of insurance shall be deemed to have been accepted as correct.

2. Arbitration

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

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

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration

as hereinbefore provide, if Company has disputed liability under or in respect of this Policy.

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

3. This Policy shall be governed by the laws of India

4. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to any person covered under the Policy for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made subject of the suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5. Either the Policyholder and/or any Beneficiary shall at their own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the Company are, or would become entitled upon the Company making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Neither the Policyholder and/or any Beneficiaryshall prejudice these subrogation rights in any manner and shall at their own expense provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery the Company makes pursuant to this clause shall first be applied to the amounts paid or payable by the Company under this Policy and Our costs and expenses of effecting a recovery, where after, We shall pay any balance remaining to the Insured Persons/policyholder.

6. The Policy, the Schedule, the Proposal Form, riders, endorsements and any memorandum shall constitute the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement / extension on the policy.

7. Upon the happening of any event which may give rise to a claim under this Policy, the claimant under the Policy shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the claimant under the policy should within one calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.

8. Notices: Every notice, communication or intimation required or contemplated under this Policy to be given by the person covered under the Policy or anyone on his behalf in respect of any claim or matter arising under or out of this Policy shall be in writing and addressed to the Company's office through which this insurance is effected or the Company's corporate office currently located at

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unless otherwise directed by the Company in writing. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, persons covered under the policyand other details as may be necessary.

9. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any representative of the Company shall be allowed to examine the persons covered under the policy on the occasion of the alleged injury, disease or disablement whenever and as often as the same may reasonably be required on behalf of the Company and in the event of death to conduct a post mortem examination of the persons covered under the policy and such evidence as required by the Company from time to time shall be furnished within the period of 14 days after demand in writing. Provided that in the case of a claim by death or permanent total disablement under Section B, all sums will be payable only on the delivery of this policy and certificate of insurance appropriately cancelled and discharged.

SECTION E. OTHER TERMS & CONDITIONS

Basis of Assessment of claims

1. Basis of assessment of claim shall be

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

2. Claim Documents

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

1. In case of Accidental Death:

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

b) In case of Permanent Total Disability:

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

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

3. Claims Procedure:

The procedure for lodging the claim shall be as under:

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

a. The claimant shall give immediate notice thereof in writing to the Company.

The claimant shall deliver to the Company, within 60 days from the date of loss, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.

b. The claimant shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

c. In case of claims for death of the Beneficiary, where a Nominee(s) has not been mentioned in the Proposal Form, the Nominee(s)/Legal Heirs will be as follows:

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

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

4. Limitation period

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

5. Policy Related Terms and Conditions

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

(ii) All the documents related to claim must be submitted within 60 days of happening of event.

(iii) Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Beneficiary on the occasion of any alleged Bodily Injury or disability when and so often as the same may reasonably be required on behalf of the Company and in the event of death to make a post-mortem examination of the body of the Beneficiary. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of fourteen days from the date on which the claim is made under this Policy.

(iv) In the event of a claim in respect of loss of sight, the Beneficiary shall undergo at the Beneficiary's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule of this Policy.

(v) Position after a claim

In case of death or disability (as specified in Categories of Benefits; Disability under serial number (i) (a), (i) (b)) the Company shall delete the name of the Beneficiaryin respect of whom such sums shall become payable from the scope of the Policy without any refund of the premium and the cover under the Policy shall cease for such Beneficiary and such Beneficiary shall not be entitled to any benefit whatsoever under the Policy.

For other categories of benefits, upon payment of claim under the benefit, the Total Sum Insured shall stand reduced by the amount payable under the said claim.

(vi) The Policyholder shall give immediate notice to the Company of any change in any of the business or occupation of any of the Beneficiary.

(vii) The Policyholder shall on tendering any premium along with the intimation for the renewal of this Policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Beneficiary have become affected since the payment of the last preceding premium.

Ombudsman Details

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD **Office of the Insurance Ombudsman,** Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU **Office of the Insurance Ombudsman,** Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR **Office of the Insurance Ombudsman,** 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.

CHENNAI **Office of the Insurance Ombudsman,** Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI **Office of the Insurance Ombudsman,** 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD **Office of the Insurance Ombudsman,** 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR **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	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,** 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

KOLKATA **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW **Office of the Insurance Ombudsman,** 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.
MUMBAI **Office of the Insurance Ombudsman,** 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
NOIDA **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	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE **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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region

THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."