

HDFC ERGO General Insurance Company Limited

Policy Wording

SARV SURAKSHA POLICY



Our agreement to insure You is based on Your Proposal to Us, which is the basis of this agreement, and Your payment of the premium and the realization thereof by us. This Policy records the entire agreement between Us and sets out what We insure, how We insure it, and what We expect of You and what You can expect of Us.

GENERAL CONDITIONS APPLICABLE TO ALL COVERS

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 the Insured's Family shall be a condition precedent to any liability of the Company under this Policy.

2. Reasonable Care

The Insured shall take all reasonable steps to prevent a claim from arising under this Policy;

3. Duties and Obligations after Occurrence of an Insured Event

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

- 3.1. The Insured shall immediately and in any event within 14 days 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, and
- 3.2. The Insured shall 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, and
- 3.3. The Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- 3.4. The Insured shall not admit liability 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 therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defense and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require.

4. Contribution - Not Applicable to Section 1 (Critical Illness) & Section 2 (Personal Accident)

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 rateable proportion of any loss or damage.

5. Subrogation - Not Applicable to Section 1 (Critical Illness) & Section 2 (Personal Accident)

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.

6. Fraud

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 and if paid shall be recoverable from the Insured.

7. Cancellation

- 7.1. This Policy may be cancelled by or on behalf of the Company by giving the Insured at least 14 days written notice and in such event the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.
- 7.2. This Policy may be cancelled by the Insured at anytime by giving at least 14 days written notice to the Company. The Company will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%. No refund of premium shall be due on cancellation if the Insured has made a claim under this Policy.

8. Dispute Resolution

- 8.1. 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 by the parties hereto or if they cannot agree upon a single arbitrator 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 each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted 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 arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

- 8.2. The applicable law in and of the arbitration shall be Indian law.

- 8.3. The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party; as substantially succeeded.

- 8.4. It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.

- 8.5. In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

9. Notices

Any notice, direction or instruction given under this policy of insurance shall be in writing and delivered by hand, post, or facsimile to:

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

In case of the Company at:
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra.
Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

10. Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section 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.

11. Entire Contract

The 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.

12. Territorial Limits

This Policy covers insured events arising during the Policy Period as specified in the Policy Schedule. The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

13. Renewal

This Policy is renewable for life unless the Insured Person or anyone acting on behalf of an Insured Person has acted in an improper, dishonest or fraudulent manner or there has been any misrepresentation under or in relation to this Policy or the renewal of the Policy poses a moral hazard

We are NOT under any obligation to:

- i. Send renewal notice or reminders.
- ii. Renew it on same terms or premium as the expiring Policy. Any change in benefits or premium (other than due to change in Age) will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to You atleast 3 months in advance. In the likelihood of this policy being withdrawn in future, we will intimate you about the same 3 months prior to expiry of the policy. You will have the option to migrate to similar indemnity health insurance policy available with us at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period etc. provided the policy has been maintained without a break as per portability guidelines issued by IRDA.

- iii. We will not apply any additional loading on your policy premium at renewal based on claim experience.

We shall be entitled to call for any information or documentation before agreeing to renew the Policy. Your Policy terms may be altered based on the information received.

All applications for renewal of the Policy must be received by Us before the end of the Policy Period. A grace period of 30 days for renewing the Policy is available under this Policy. Any disease/condition contracted during the Grace Period will not be covered and will be treated as a Pre-existing Condition.

14. Continuity

In case a customer wishes to renew the policy with us after the loan is closed, we shall provide the continuity benefit by offering a similar stand alone product pertaining to the section which the customer wishes to renew, preserving the benefits accrued.

15. Loadings

We may apply a risk loading on the premium payable (based upon the declarations made in the proposal form and the health status of the persons proposed for insurance). The maximum risk loading applicable for an individual shall not exceed above 100% per diagnosis/ medical condition and an overall risk loading of over 150% per person. These loadings are applied from Commencement Date of the Policy including subsequent renewal(s) with Us or on the receipt of the request of increase in Sum Insured (for the increased Sum Insured).

We will inform You about the applicable risk loading through a counter offer letter. You need to revert to Us with consent and additional premium (if any), within 15 days of the issuance of such counter offer letter. In case, you neither accept the counter offer nor revert to Us within 15 days, We shall cancel Your application and refund the premium paid within next 7 days.

Please note that We will issue Policy only after getting Your consent.

16. Free Look Period

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

17. Condition Precedent

The fulfilment of the terms and conditions of this Policy (including the payment of premium by the due dates mentioned in the Schedule) in so far as they relate to anything to be done or complied with by You or any Insured Person shall be conditions precedent to Our liability.

18. Contribution

It 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 ratable proportion of Sum Insured.

This clause shall not apply to any Benefit offered on fixed benefit basis.

19. Disclosure to information norm

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

20. Notification of claim

It 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.

21. Condonation of delay

The Company may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the insured shall not be condoned where such claims would have otherwise been rejected even if reported in time

SECTION 1. CRITICAL ILLNESS

If the Insured Person named in the schedule is diagnosed as suffering from a Critical Illness which first occurs or manifests itself during the Policy Period, and the Insured survives for a minimum of 30 days from the date of diagnosis, the Company shall pay the Critical Illness Benefit as shown in the schedule.

CRITICAL ILLNESS COVERAGE

1. First Heart Attack-of Specified Severity:

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The Diagnosis for this will be evidenced by all of the following criteria:

- A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- new characteristic electrocardiogram changes
- elevation of infarction specific enzymes, Troponins or other biochemical markers

The following are excluded:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with only elevation of Troponin I or T
- Other acute Coronary Syndromes
- Any type of angina pectoris

2. Open Chest CABG:

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by coronary angiography and the realisation of the surgery has to be confirmed by a specialist Medical Practitioner.

The following are excluded

- Angioplasty and/or any other intra-arterial procedures
- Any key-hole or laser surgery

3. Stroke resulting in Permanent symptoms:

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intra-cranial vessel, haemorrhage and embolisation from an extracranial source. The Diagnosis has to be confirmed by a specialist Medical Doctor and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain.

Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Vascular diseases affecting only the eye or optic nerve or vestibular functions

4. Cancer of specified severity:

A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded:

- Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as pre-malignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- Any skin cancer other than invasive malignant melanoma
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
- Chronic lymphocytic leukaemia less than RAI stage 3
- Microcarcinoma of the bladder
- All tumours in the presence of HIV infection

5. Kidney Failure Requiring Regular Dialysis:

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis must be confirmed by a specialist Medical Practitioner.

6. Major Organ/Bone Marrow Transplant:

The actual undergoing of transplant of:

- One of the following human organs: heart, lung, liver, pancreas, kidney, that resulted from irreversible end stage failure of the relevant organ or,
- Human bone marrow using haematopoietic stem cells. The undergoing of a transplant must be confirmed by a specialist Medical Practitioner

The following are excluded:

- Other Stem cell transplants
- Where only islets of langerhans are transplanted

7. Multiple Sclerosis with persistent symptoms:

The definite occurrence of Multiple Sclerosis. The diagnosis must be supported by all of the following:

- Investigation including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple Sclerosis.
- There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of atleast 6 months.
- Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with atleast two clinically documented episodes atleast 1 month apart.
- Other causes of neurological damage such as SLE and HIV are excluded

8. Surgery of Aorta

The actual undergoing of surgery for a disease of the aorta (meaning the thoracic and abdominal aorta but not its branches, and excluding traumatic injury of the aorta and- congenital narrowing of the aorta) needing excision and surgical replacement of the diseased aorta with a graft.

9. Primary Pulmonary Arterial Hypertension

The diagnosis by a Physician of primary pulmonary hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent irreversible physical impairment to the degree of at least class 3 of the New York Heart Association Classification of cardiac impairment and resulting in the Insured being unable to perform his usual occupation.

10. Permanent Paralysis of Limbs:

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1

No payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier policy.
2. Any Critical Illness diagnosed within the first 90 days of the date of commencement of the Policy is excluded. This exclusion shall not apply to an Insured for whom coverage has been renewed by the Named Insured, without a break, for subsequent years.
3. Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (III LB III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
4. Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies.
5. Occupational diseases such as occupational lung diseases including asbestosis, pneumoconiosis, occupational asthma and occupational skin diseases.
6. War, whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, terrorism or terrorist acts or activities, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
7. Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.
8. Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
9. Radioactive contamination.
10. Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever.
11. Intentional self-injury and/ or the use or misuse of intoxicating drugs and/or alcohol.

GENERAL CONDITIONS APPLICABLE TO SECTION 1

Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured person shall be a condition precedent to the Company's liability under this Policy.

Duties and Obligations of the Insured person as shown under section 1 of the schedule, upon the Diagnosis of an Event of Critical Illness

It is a condition precedent to the Company's liability to make any payment under this Policy that, upon the diagnosis of an event of Critical Illness:

1. The Insured person as shown in the schedule shall immediately and in any event within 4 weeks of such diagnosis provide the Company with written notification of a claim, and
2. The Insured person as shown in the schedule shall expeditiously provide the Company with or arrange for the Company to be provided with any and all information and documentation in respect of the Critical Illness, the claim and/or the Company's liability hereunder that may be requested, and the Insured person as shown under Section 1 of the schedule shall present himself for examination by the Company's medical advisors as may be considered reasonably necessary by the Company at the Company's cost.

The Company shall be under no obligation to make any payment under this Policy until such time as the Insured person as shown in schedule has taken all necessary steps to satisfy the Company that here has been an event of Critical Illness within the terms of this Policy and this diagnosis has been confirmed by the Company's medical advisors.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 1

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 or to the female wherever the context so permits:

1. **"Consultant"** means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license, expert in the field of medicine for which he carries the status of a consultant, and who is not related to the Insured or the Named Insured by blood or marriage.
2. **"Critical Illness"** means an illness, sickness or a disease or a corrective measure as specified in Section 1 of this Policy.
3. **"Critical Illness Benefit"** means the amount specified in the Schedule, which is the maximum amount for which the Company may be liable to make payment for any Critical Illness.
4. **"Insured person"** means the persons named in the Schedule provided that an Insured person has attained the age of 18 years and is not older than 65 years of age at the commencement of the Policy Period.
5. **"Named Insured"** means the person or organization named in the Schedule.
6. **"Physician"** means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, acting within the scope of his license, and who is not related to the Insured or the Named Insured by blood or marriage.
7. **"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.
8. **"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.
9. **"Policy Period"** means the date between the commencement date specified in the Schedule and, in respect of any Insured, the earlier of (a) the expiry date specified in the Schedule and (b) the occurrence of an event of Critical Illness.
10. **"Schedule"** means the Schedule, and any annexure to it, attached to and forming part of this Policy.
11. **"Congenital Anomaly"** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

SECTION 2. PERSONAL ACCIDENT

1. Insured Event

- 1.1. In the event of any Accidental Bodily Injury sustained by the Insured during the Policy Period, the Company will make payment under such Coverage Parts as are specified in the Schedule as being operative.
- 1.2. The Company's liability to make payment shall be limited to the Sum Insured for each Coverage Part and 125% of Sum Insured under Part B.

Coverage Parts

2.1. Coverage Part A: Death

- 2.1.1. The Company will pay the Sum Insured in the event of Accidental Bodily Injury causing the Insured's death within 12 months of the Accidental Bodily Injury being sustained, where after this Policy shall expire.
- 2.1.2. The Company will also, in addition to the Sum Insured, pay up to 2% of the Sum Insured or Rs.5,000/- (whichever is lower) towards the cost of transporting the Insured's remains from the place of death to the hospital/ residence and/or cremation and/or burial ground.

2.2. Coverage Part B: Permanent Total Disability

- 2.2.1. In the event of Accidental Bodily Injury causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, the Company will pay 125% of the Sum Insured, where after this Policy shall expire.
- 2.2.2. If the Insured was suffering from any permanent disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same, as advised by the Company's medical advisors.

2.3. Coverage Part C: Permanent Partial Disability

- 2.3.1. In the event of Accidental Bodily Injury causing the Insured's Permanent Partial Disability as mentioned in the PPD Table below within 12 months of the Accidental Bodily Injury being sustained, the Company will pay the percentage of the Sum Insured specified for each and every form of impairment mentioned in the PPD Table:
- 2.3.2. if the Accidental Bodily Injury causes the Insured's Permanent Partial Disability within 12 months of the Accidental Bodily Injury being sustained other than as specified in the PPD Table above, the Company's liability to make payment shall be as follows:

- 2.3.2.1. In the case of the Insured suffering partial loss or functional impairment of one of the body parts or sensory organs mentioned in the PPD Table, the Company will pay a corresponding proportion of the percentages specified in the PPD Table, as advised by the Company's medical advisors.
- 2.3.2.2. In the case of the Insured's Permanent Partial Disability of a nature not detailed in the PPD Table, the Company will pay a proportion of the Sum Insured by reference to the degree to which the Insured's normal functional physical capacity has been impaired, as advised by the Company's medical advisors.
- 2.3.3. If the Insured was suffering from any Permanent Partial Disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same as advised by the Company's medical advisors.
- 2.3.4. If the Accidental Bodily Injury sustained by the Insured causes a subsequent Claim by the Insured under Coverage Parts A or B, then this Coverage Part shall not be operative and the amounts payable under either Coverage Parts A or B shall be reduced by the amount of any payment made under this Coverage Part.

Permanent Total Disability & Permanent Partial Disability

Scale of Benefits Description	Compensation as % of sum insured
Death	100
Loss of sight on both eyes	125
Loss of both hands	125
Loss of both feet	125
Loss of one hand and one foot	125
Loss of one eye one hand	125
Loss of one eye one foot	125
Other total permanent disablement	100
An arm at the shoulder joint	70
An arm above the elbow joint	65
An arm beneath the elbow joint	60
A hand at the wrist	55
A thumb	20
An index finger	10
Any other finger	5
A leg above mid-thigh	70
A leg upto mid-thigh	60
A leg upto beneath the knee	50
A leg upto mid-calf	45
A foot at the ankle	40
A large toe	5
Any other toe	2
Any eye	50
Hearing loss on one ear	30
Hearing loss on both ears	75
Sense of smell	10
Sense of taste	5

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 2

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 or to the female wherever the context so permits:

- "Policy"** means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- "Claim"** means a Claim under a Coverage Part in respect of an insured event that has taken place or is likely to take place.
- "Schedule"** means the schedule, and any annexure to it, attached to and forming part of this Policy.
- "Accident or Accidental"** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- "Bodily Injury"** means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
- "Physician"** means a qualified medical practitioner holding a valid and subsisting licence, granted by the appropriate licensing authority, and acting within the scope of his licence.
- "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.
- "Permanent Total Disability"** means a Physician certified total, continuous and permanent:
 - loss of sight of both eyes;
 - Physical separation of or loss of ability to use both hands or both feet,

- physical separation of or loss of ability to use one hand and one foot;
 - loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
- "Insured"** means the person or organization named in the Schedule.
 - "Named Insured"** means the person named in the Schedule.
 - "Policy Period"** means the date between the commencement date specified in the Schedule and, in respect, of any Insured person or any person within a category of Insured persons, the earlier of (a) the expiry date specified in the Schedule and (b) the admission of a Claim under either Coverage Parts A or B.
 - "Sum Insured"** means the amount stated in the Schedule, which (unless expressly stated otherwise) is the maximum amount per Insured person or person within a category of Insured persons for which the Company will make payment for any and all claims in the aggregate in relation to the Coverage Part to which the Sum Insured relates during the Policy Period except in Section 2.2 Permanent Total Disability where maximum amount per Insured person or person within a category of Insured persons would be 125% of Sum Insured of Section 2.1.1.
 - "Family"** means self, spouse and dependent children up to the age of 25 years.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2

No indemnity is available hereunder and no payment will be made by the Company for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- Suicide, attempted suicide or self inflicted injury or illness;
- Whilst under the influence of intoxicating liquor or drugs; as per police charges or proved medically.
- Any deliberate or intentional, unlawful or illegal activities with criminal intent, error, or omission of the Insured person.
- From war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detention, confiscation or nationalization or requisition of or damage y or under the order of any government or public local authority.
- Any consequential losses of any kind, and/or any actual or alleged legal liability of the Insured person.
- Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- Any loss suffered by the Insured person on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- Any loss caused either directly or indirectly by nuclear energy, radiation.
- Curative treatments or interventions that the Insured person performs or has had performed on his body against medical advice or without medical advice.
- Venereal or sexually transmitted disease.
- HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
- Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.
- The Insured persons' participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

If the Company asserts that by reason of these Exclusions any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured person.

SECTION 3. ACCIDENTAL HOSPITALIZATION BENEFIT

If You are hospitalized on the advice of a Doctor because of accidental Bodily Injury sustained during the Policy Period, then We will reimburse You, Reasonable and Customary Medical Expenses incurred up to a maximum sum insured shown in the schedule for this section aggregate in any one policy period. The medical expenses reimbursable would include

- The reasonable charges that You/your family member named in the schedule necessarily incur on the advice of a Doctor As an in-patient in a Hospital for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures and medical consumables.
- Ambulance charges for carrying you from the site of accident to the nearest hospital subject to a limit of Rs 1000 per claim.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 3

- Reasonable and Customary Charges means the charges for services or supplies, which are the standard charges for a specific provider and consistent with the prevailing charges in the geographical area for identical or similar services ,taking into account the nature of illness/ injury involved.
- Hospitalisation or Hospitalised means the Insured Person's admission into a Hospital for Medically necessary Treatment as an inpatient for a continuous period of at least

24 hours following an Illness or Accident occurring during the Policy Period.

3. 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
4. In-patient Care means treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.
5. Medically Necessary means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which
 - a. Is required for the medical management of the Illness or injury suffered by the Insured Person;
 - b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
 - c. Must have been prescribed by a Medical Practitioner.
 - d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
6. Surgical Procedure means manual and/or operative procedure(s) required for treatment of an Illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a Hospital or day care centre by a Medical Practitioner.
7. Outpatient Treatment means consultation, diagnosis or medical treatment taken by any Insured Person at an outpatient department of a Hospital, clinic or associated facility, provided that he is not Hospitalised.
8. Illness means a sickness (a condition or an ailment affecting the general soundness and health of the Insured Person's body) or a disease (affliction of the bodily organs having a defined and recognised pattern of symptoms) or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment. For the avoidance of doubt, Illness does not mean and this Policy does not cover any mental illness or sickness or disease (including but not limited to a psychiatric condition, disorganisation of personality or mind, or emotions or behaviour) even if caused by or aggravated by or related to an Accident or Illness.
9. 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.
10. Medical Advise means any consultation or advise from a Medical Practitioner including the issue of any prescription or repeat prescription.
11. Medical Expenses means those reasonable and customary medical expenses that an Insured Person has necessarily and actually incurred for medical treatment during the Policy Period on the advice of a Medical Practitioner due to Illness or Accident occurring during the Policy Period, 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.
12. Hospital means any institution in India established for In-patient Care and Day Care Treatment of illnesses 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:
 - a. has at least 10 in-patient beds, in those towns having a population of less than 10,00,000 and 15 in-patient beds in all other places,
 - b. has qualified nursing staff under its employment round the clock,
 - c. has qualified Medical Practitioner(s) in charge round the clock,
 - d. has a fully equipped operation theatre of its own where surgical procedures are carried out,
 - e. maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

SECTION 4. LOSS OF JOB (APPLICABLE FOR SALARIED PERSONS ONLY)

In the event of the Insured person losing his job due to retrenchment from his employer in view of mergers and acquisitions the policy will pay a maximum of 3 EMI towards his loan account or lesser if he gets re-employed earlier. For a claim to be admissible under this section the Insured person has to submit written proof towards his retrenchment.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 4:

1. Loss of job due to reasons other than retrenchment as a result of mergers and acquisition.
2. Loss of job as a result of any disciplinary action.

SECTION 5. CREDIT SHIELD INSURANCE POLICY

Coverage

Credit Shield

In the event of Accidental Death or Permanent Total Disability of the Insured Person during the Policy Period, the Company will make payment under this policy as detailed below:

The Company will pay the balance outstanding loan amount to the legal heirs of the Insured or the Named Insured subject to the maximum Sum Insured specified in the Schedule.

The outstanding loan amount would not include any arrears of the borrower due to any reasons whatsoever. The claim to be settled only in respect of the death of the first named

borrower and not in respect of the others, which may happen in case loan is taken jointly.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 5:

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 or to the female wherever the context so permits:

1. **"Policy"** means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
2. **"Claim"** means a Claim under a Coverage Part in respect of an insured event that has taken place or is likely to take place.
3. **"Schedule"** means the schedule, and any annexure to it, attached to and forming part of this Policy.
4. **"Accident or Accidental"** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
5. **"Bodily Injury"** means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
6. **"Insured"** means the persons, or a person within a category, named in the Schedule.
7. **"Named Insured"** means the person or organization named in the Schedule.
8. **"Policy Period"** means the date between the commencement date specified in the Schedule and, in respect of any Insured person or any person within a category of Insured persons, the earlier of (a) the expiry date specified in the Schedule and (b) the admission of a Claim under either Coverage Parts A or B.
9. **"Sum Insured"** means the amount stated in the Schedule, which (unless expressly stated otherwise) is the maximum amount per Insured person or person within a category of Insured persons for which the Company will make payment for any and all claims in the aggregate in relation to the Coverage Part to which the Sum Insured relates during the Policy Period.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 5:

No indemnity is available hereunder and no payment will be made by the Company for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Suicide, attempted suicide or self inflicted injury or illness;
2. Whilst under the influence of intoxicating liquor or drugs;
3. Any deliberate or intentional, unlawful or illegal activities with criminal intent, error, or omission of the Insured.
4. From war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority.
- Any consequential losses of any kind, and/or any actual or alleged legal liability of the Insured.
5. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
6. Any loss suffered by the Insured on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
7. Any loss caused either directly or indirectly by nuclear energy, radiation.
8. Curative treatments or interventions that the Insured performs or has had performed on his body against medical advice or without medical advice.
9. Venereal or sexually transmitted disease.
10. HIV (Human immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
11. Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.
12. The Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

If the Company asserts that, by reason of these Exclusions any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.

Duties and Obligations of the Insured after the Occurrence of an Insured Event.

It is a condition precedent to the Company's liability under this Policy that in the event of any Accidental Bodily Injury that may give rise to a Claim:

1. The Insured and/ or the Named Insured shall immediately and in any event within 14 days provide the Company with written notification of a Claim, and the Insured shall immediately and without any delay, consult a Physician and follow such advice and treatment that the Physician might recommend, and

2. The Insured shall take every other reasonable step and/or measure to minimize the consequences of the Bodily Injury, and
3. The Insured and/or the Named Insured shall immediately and in any event within 14 days provide the Company with written notification of any other Claim that may be made under any operative Coverage Part caused by the Accidental Bodily Injury, and
4. In the event of the Insured's death, written notice accompanied by a copy of the post-mortem report (if any) is given to the Company within 14 days (regardless of whether any other notice might already have been given to the Company), and
5. The Insured and/or the Named Insured shall expeditiously provide the Company with or arrange for the Company to be provided with any and all information and documentation in respect of the Claim and/or the Company's liability hereunder that may be requested, and submit himself for examination by the Company's medical advisers as often as may be considered reasonably necessary by the Company at the Company's cost.

CLAIMS PAYMENT APPLICABLE:

The Company shall only make payment under this Policy to the legal heirs of the Insured or the Named Insured. Any payment made in good faith by the Company as aforesaid shall operate as complete and final discharge of the Company's liability to make payment under this Policy for such Claim.

SECTION 6. HOUSEHOLDERS COVERAGE (FIRE AND BURGLARY)

Coverage Part A: Contents (excluding Valuables) For Std Fire And Sp Perils

The Company will indemnify the Insured in respect of loss of or damage to the Contents in the Insured Premises specified in the Schedule against:

1. Fire, excluding destruction or damage caused to the property insured by:
 - Its own fermentation, natural heating or spontaneous combustion.
 - Its undergoing any heating or drying process.
 - Burning of property insured by order of any Public Authority.
2. Lightning.
3. Explosion/implosion, excluding loss, destruction of or damage:
 - To boilers (other than domestic boilers), economizers or other vessels, Machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
 - Caused by centrifugal forces.
4. Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
5. Riot, Strike, and Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
 - Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from volcanic eruption or other convulsions of nature.
7. Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by the Insured or any occupier of the premises or their employees while acting in the course of their employment.
8. Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
 - The normal cracking, settlement or bedding down of new structures
 - The settlement or movement of made up ground
 - Coastal or river erosion
 - Defective design or workmanship or use of defective materials
 - Demolition, construction, structural alterations or repair of any property or ground works or excavations.
 - Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.
9. Missile Testing operations.
10. Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by:
 - Repairs or alterations to the buildings or premises
 - Repairs, Removal or Extension of the Sprinkler Installation
 - Defects in construction known to the Insured.
11. Bush Fire, excluding loss, destruction or damage caused by Forest Fire.
12. Earthquake — Fire and Shock
13. The Company will also indemnify the Insured in respect of the accidental loss of or damage to Contents not insured elsewhere whilst temporarily removed from the Insured Premises and in transit as accompanied baggage anywhere in India to

other premises to be used by the Insured or the Insured's Family as a temporary residence, or to other premises where the Insured shall have placed any Contents for the purposes of safe custody during the course of his temporary absence from the Insured Premises, provided that:

- Such absence does not exceed 120 days in the aggregate in any one Policy Period, and
- The liability of the Company in respect of removed Contents shall not exceed 10% of the Sum Insured hereunder.
- The Company shall not be liable for and no indemnity is available hereunder in respect of loss of or damage to:
 - Contents of a consumable nature;
 - Motor vehicles, pedal cycles, or livestock.
 - Valuables and/or Jewellery and/or Precious Items, unless specifically stated to the contrary in the Schedule

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER OF SECTION 6:

1. The Company shall not be liable for 5% of the claim amount for each and every claim arising out of Act of God perils (Lightning, Storm, Flood, Tempest, Inundation and the like, Subsidence, Landslide and Rock slide, Earthquake).
2. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
3. Loss, destruction or damage directly or indirectly caused to the property insured by
 - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - The radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding:
 - Pollution or contamination which itself results from a peril hereby insured against.
 - Any peril hereby insured against which itself results from pollution or contamination
5. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
6. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
7. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

Coverage Part B : Burglary and Theft

1. The Company will indemnify the Insured in respect of loss of or damage to the Insured Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and or Theft.
2. The Company will also indemnify the Insured in respect of the loss of or damage to Contents not insured elsewhere caused by actual or attempted Burglary whilst temporarily removed from the Insured Premises and in transit as accompanied baggage anywhere in India to other premises to be used by the Insured or the Insured's Family's a temporary residence, or to other premises where the Insured shall have placed any Contents for the purposes of safe custody during the course of his temporary absence from the Insured Premises, provided that:
 - Such absence does not exceed 120 days in the aggregate in any one Policy Period, and
 - The liability of the Company in respect of removed Contents shall not exceed 10 % of the Sum Insured hereunder.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER OF SECTION 6:

1. The Company shall not be liable for and no indemnity is available hereunder in respect of:
 - Any consequential losses, or any loss or damage caused by actual or attempted Burglary and/or theft;
 - Where the Insured and/or member of the Insured's Family is or is alleged to be concerned or implicated;
 - To livestock, motor vehicles and pedal cycles;
 - To Valuables and/or Jewellery and/or Precious Items, unless specifically stated in the Schedule.

Basis of Loss Settlement

1. Where the Insured Premises and/or Contents can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted Burglary.
2. 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 to a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Burglary.

- The cover shall be issued on first loss basis.

GENERAL CONDITIONS APPLICABLE TO SECTION 6

- This Section shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
- Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:
 - If the building containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - If the interest in the property passes from the insured otherwise than by will or operation of law.
- This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.
- In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage 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 the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- On the happening of loss or damage to any of the property insured by this policy, the Company may:
 - Enter and take and keep possession of the building or premises where the loss or damage has happened.
 - Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
 - Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
 - Sell any such property or dispose of the same for account of whom it may Concern.
- The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the section, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this section in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this section shall be forfeited.

- If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
- If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the section shall be separately subject to this condition.

SECTION 7. GARAGE CASH

The event of Accidental loss or damage first occurring or manifesting itself during the Policy Period and causing the Insured vehicles Accidental loss or damage within the 1st year of the Policy term, the Company will pay:

- The Daily Allowance of Rs. 500 per day for each continuous and completed period of 24 hours of workshop repairs necessitated solely by reason of the said Accidental loss or damage subject to maximum of 7 days once during the policy period and the amount claimed under the motor policy should be greater than RS 5000/-.
- Within 7 days of intimation of claim, the insured is to submit under this section of the policy a detailed estimate of the cost of repairs; and estimated numbers days in

repair of the vehicle.

- The insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.
- The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the related documents of the Insured in this behalf. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions, being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the estimated number of days damage or any further damage to the vehicle shall be entirely at the Insured's own risk.

GENERAL DEFINITIONS APPLICABLE TO SECTION 7

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy:

- "Accident or Accidental"** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- "Requires repair estimate"** from preferably Automotive Manufacturer, authorized workshop or garages.
- "Daily Allowance"** means the amount and period specified in the Schedule.

EXCLUSIONS APPLICABLE TO ALL SECTIONS

No indemnity is available hereunder and no payment will be made by the company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power of civil commotion or loot or pillage in connection herewith.
- Consequential loss of any kind or description.
- Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to nuclear weapons material by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission).
- Loss or damage caused by depreciation or wear and tear.

Proposer's Declaration:

I/ We accept the Terms and Conditions of the insurance policy. I/We authorize the insurance Company to obtain any records or references, be they medical or otherwise, in consideration of this insurance or any potential claims in the future. I/We certify that all the information provided in this proposal and any attachments are true and correct. I/We understand that all information provided in this proposal and any attachments are material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. I/We hereby authorize HDFC ERGO General Insurance Company Limited to use relevant data for marketing purposes either directly or through third party agents.

Note:

The Proposer agrees that the receipt of the Proposal Form by HDFC ERGO General Insurance Company Limited along with the premium payment does not tantamount to the acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited and does not result in a concluded contract of insurance. The acceptance of the Proposal for insurance shall be at the Company's sole and absolute discretion. In the event of acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited, such acceptance shall be specifically intimated to the Proposer by HDFC ERGO General Insurance Company Limited along with the date from which the insurance Cover shall become effective. HDFC ERGO General Insurance Company Limited shall not be liable for any claim in respect of an event giving rise to a claim covered under the Policy of Insurance that has occurred prior to policy issuance and any such claim is not covered under this policy (Your proposal form will be considered after HDFC ERGO General Insurance Company Limited receives premium payment and realizes the same.)

Fraud Warning:

The proposer understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the insurance company's decision to provide this insurance. The proposer further understands that the insurance company will, in its sole discretion, issue this Policy in reliance upon the truth of such statements and particulars. This policy shall be voidable at the option of the Company in the event of mis-representation, mis-description or non-disclosure of any material particulars by the Proposer.

Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits. If a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the insured person, insured organisation, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the insured person, insured organisation, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

Anti-Rebating Warning:

As per Section 41 of the Insurance Act 1938, as amended, the practice of rebating is prohibited, as follows: No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance policy in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor

shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer. Violations of Section 41 of the Insurance Act 1938, as amended, shall be punishable with a fine which may extend to ₹10 Lakhs.

Contact Us

	Within India	Outside India
Claim Intimation	Customer Service No. 022-62346234 / 0120-62346234 Email: healthclaims@hdfcergo.com	Toll Free No: 800 08250825 Global Toll Free No: +800 08250825 (accessible from locations outside India only) Landline no (Chargeable): 0120-4507250 Email: travelclaims@hdfcergo.com
Claim document submission at address	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-1 5th Floor, C - 25, Noida, Sector 62, 201301, Uttar Pradesh	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-1 5th Floor, C - 25, Noida, Sector 62, 201301, Uttar Pradesh

Redressal of Grievance

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

- Website: www.hdfcergo.com
- Customer Service Number: 022 6234 6234 / 0120 6234 6234
- Contact Details for Senior Citizen: 022 6242 6226 | Email id: seniorcitizen@hdfcergo.com
- E-mail: care@hdfcergo.com

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, Insured Person may contact the grievance officer at cgo@hdfcergo.com

For updated details of grievance officer, kindly refer the link: <https://www.hdfcergo.com/customer-voice/grievances>

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contacts us at	https://www.hdfcergo.com/customercare/grievances Call: 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/customercare/grievances/escalation level 1 Call: 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/customercare/grievances/escalation level 2 Call: 022 6234 6234 / 0120 6234 6234
Contact Point for Senior Citizen	https://www.hdfcergo.com/customercare/grievances Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customercare/grievances/escalation level 1 Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customercare/grievances/escalation level 2 Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com
Write to us at	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078.	Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078.

Contact Details of Insurance Ombudsman

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 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - Smt. Neerja Shah 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
BENGALURU - Smt. Neerja Shah 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, 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	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI 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	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

DELHI - Shri Sudhir Krishna 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	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonapat and Bahudurgarh
GUWAHATI 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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD 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	State of Andhra Pradesh, Telangana and Yanam - a part of Union Territory of Puducherry.
JAIPUR 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	Rajasthan.
ERNAKULAM - Ms. Poonam Bodra 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	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
KOLKATA - Shri P. K. Rath 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	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.

MUMBAI

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excluding Navi Mumbai & Thane