



Home Insurance



E@Secure Insurance



Personal Accident Insurance

## 3 in 1 Protection



Enjoy value added offers only with your HDFC ERGO INSURANCE POLICY



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20% discount on Diagnostic Services

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#### HDFC ERGO General Insurance Company Limited

#### Frequently Asked Questions (FAQ's) - Home Inusrance

WHAT ARE THE ELIGIBILITY CRITERIA TO AVAIL A HOME INSURANCE POLICY?

Any resident Indian who is the owner and / or occupant of the property can purchase a Home Insurance Policy. However Home Insurance - multi year policy can be issued only to house / flat owners and not to others who do not own the house / flat.

WHAT IS THE MAXIMUM POLICY PERIOD UNDER HOME INSURANCE?

Home Insurance can be purchased for policy period 1 year, 3 years, 4 years and 5 year

HOW DO WE DO THE PROPERTY VALUATION FOR HOME INSURANCE?

Property valuation is done by multiplying the built up area of the property with the cost of construction per square feet.

Currently the cost of construction is taken around 1500 to 2000 depending on the location of the property and type of construction

WHAT WILL BE THE START DATE OF MY INSURANCE POLICY?

In case of online purchase of policy, inception date will be after 1 day of premium payment.

DO I NEED TO PAY PREMIUM IN ADVANCE FOR MULTI YEAR POLICY, i.e. POLICY PERIOD MORE THAN 1 YEAR?

Yes, entire premium has to be paid in advance.

IF I HAVE A HOME INSURANCE POLICY WITH TWO DIFFERENT COMPANIES WILL I BE BENEFITED FROM BOTH?

If you have a policy with two insurance companies, at the time of a claim both the insurance companies will pay on proportionate basis.

CAN AN ENTIRE SOCIETY OR BUILDING BE COVERED UNDER YOUR HOME INSURANCE POLICY?

Yes, an entire society can be covered for policy period of 1 year.

WHAT ARE OPTIONS UNDER MULTI YEAR HOME INSURANCE?

Option I - Method A which is with increase in Sum Insured Option II - Method B which is Fixed Sum Insured

#### Option II - Method B

Sum Insured selected at time of inception will be fixed. There shall not be any automatic increase in sum insured as in method A. However appropriate discounts shall be allowed on applicable gross premium as per selection of policy period.

CAN A HUF / LEASED (MAHADA/ CIDCO) PROPERTY BE INSURED?

If you have financial interest in the property as owner or leasor then you can insure the property.

#### WHAT HAPPENS TO THE HOME INSURANCE POLICY IF THE INSURED OUSE IS SOLD?

Insured need to intimate in writing to HDFC ERGO about such Sale/Transfer and initiate request for refund as from the time the transfer of ownership becomes effective, the policy stands cancelled & the insured ceases to be an insured under the policy. We will then refund the premium for the balance insured period.

#### WHAT HAPPENS AFTER THE HOME INSURANCE CLAIM IS REGISTERED?

Surveyor contacts the customer in 48 hours time. Claim form is sent to customer correspondence address within 7 working days time.

- WHICH ARE THE TYPES OF PROPERTY YOU DO NOT COVER UNDER HOME INSURANCE?
- The following are the properties not covered under the Policy
- Property Under construction
- "Kutcha" construction Resident cum offices
- Land

#### IS FIR NECESSARY FOR A PROPERTY DAMAGE CLAIM?

FIR is mandatory in case of Malicious Damage Riot and Strike Terrorism. However it is not necessary in cases of:

Flood .

Storm

- Lightning Subsidence
- . Earthouake
  - Impact Damage due to Aircraft Losses.

WILL THE COMPANY PAY FOR DEBRIS REMOVAL DURING THE RECONSTRUCTION OF THE PROPERTY? IF YES HOW MUCH?

Yes, the company will pay a maximum of 1% of the total claims amount for debris removal.

Customer Service No : 022-62346234/0120-62346234 E-Mail : care@hdfcergo.com Write to us at : HDFC ERGO General Insurance Company Limited (Customer service office) D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078

HOW TO CONTACT US?

**Convenience at your fingertips** On the HELP section of our website, you can:









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#### HDFC ERGO General Insurance Company Limited

#### Policy Wording

#### PREAMBLE

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to HDFC ERGO General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid premium as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

#### **OPERATIVE CLAUSE**

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss or damage to the property insured due to operation of any of the insured perils during the policy period.

#### DEFINITIONS

- a. "Building" means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.
- b. "Contents" means all items/articles owned or held in trust by the Insured and his/her family members residing in the same home for which the Insured is accountable.
- c. "Jewellery" means articles of precious stones, gold, silver or other precious metals.
- d. "Market Value" means Replacement Value less depreciation.
- e. "Personal Effects" means clothing, spectacles, umbrellas, footwear, etc.
- f. "Reinstatement Value" means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.
- g. "Single Article" is defined as one distinct physical object having an independent economic value.
- h. "Specified Items" means jewellery, curios, antiques, pictures and other works of art, collection of stamps, coins and medals.
- "Standard Construction" means any construction with RCC/ RBC/ Tiles/ ACC roof and external walls of Burnt bricks/ Stone/ Concrete blocks.
- j. "Valuables" means carpets (other than normal wall to wall carpets), telephone instruments, photographic equipment including still & video cameras), clocks, binoculars, telescopes, musical instruments, audio and video equipment, computers (including laptops) & other peripheral equipment, watches, mobile phones, calculators, digital diaries and palm tops.

#### INSURED PERILS

Section I Fire and Special Perils Section I (a) Towards Building Section I (b) Towards Contents Section II Burglary and House breaking including Larceny and Theft (as defined by Indian Penal Code)

#### SECTION I - FIRE AND SPECIAL PERILS

The Company will indemnify the Insured in respect of loss or damage to the building wherein the home of the Insured is situated and/or contents which shall for purposes of this Section, mean and include items of property in the Insured's home and/or items of property therein for which the Insured is accountable, due to:

#### 1. Fire

Excluding destruction of or damage caused to the property insured by:

- a. i. Its own fermentation, natural heating or spontaneous combustion;
  - ii. Its undergoing any heating or drying process.
- b. 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), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion;
- b. Caused by centrifugal forces.

#### 4. Aircraft Damage

Loss, destruction of or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

#### 5. Riot, Strike and Malicious Damage

Loss or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- 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 resulting from the unlawful occupation by any person of such building or prevention of access to the same;
- c. Burglary, housebreaking, theft, larceny or any such attempt or omission of any kind by any person (whether

or not such act is committed in the course of a disturbance of public peace) by any malicious act.

#### 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation.

#### 7. Impact Damage

Loss 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

- a. The Insured or any occupier of the property insured; or
- b. Their employees while acting in the course of their employment.

#### 8. Subsidence and Landslide including Rockslide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Landslide/Rockslide excluding:

- a. The normal cracking, settlement or bedding down of new structures.
- b. The settlement or movement of made up ground.
- c. Coastal or river erosion.
- d. Defective design or workmanship or use of defective materials.
- e. Demolition, construction, structural alterations or repair of any property or ground works or excavations.
- 9. Bursting and/or Overflowing of Water Tanks, Apparatus & Pipes

#### 10. Missile Testing Operations

#### 11. Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a. Repairs or alterations to the buildings or premises.
- b. Repairs, removal or extension of the sprinkler installation.
- ${\rm c.} \quad {\rm Defects} \ {\rm in} \ {\rm construction} \ {\rm known} \ {\rm to} \ {\rm the} \ {\rm Insured}.$

#### 12. Bush Fire

Excluding loss, destruction or damage caused by forest fire.

13. Earthquake, Volcanic Eruption & Other Convulsions of Nature Loss, destruction or damage (including loss, destruction or damage by fire) to any of the property insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting therefrom.

#### EXCLUSIONS

This Section does not cover -

- Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- Loss, destruction or damage, directly or indirectly, caused to the property insured by a) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; b) radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Loss, destruction or damage caused to the insured property by pollution or contamination excluding a) pollution or contamination which itself results from a peril hereby insured against; b) any peril hereby insured against which itself results from pollution or contamination.
- 4. Loss, destruction or damage to manuscripts, plans, drawings, securities, documents of any kind, stamps, coins, cash/paper money, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, promissory notes, or any other negotiable instrument, books of accounts or any other business books, and explosives.
- 5. Loss, destruction or damage to articles of consumable nature, livestock and motor vehicles.
- Loss, destruction or damage to Specified Items including jewellery, curios, antiques, pictures and other works of art, guns, collection of stamps, coins and medals for an amount collectively in excess of ₹10,000 unless specifically stated to the contrary in the Schedule.
- 7. 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.
- Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount respectively.
- 9. Loss of earnings, or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Loss by theft during or after the occurrence of any of the insured perils except as provided under riot, strike, and malicious damage cover.

#### Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or

indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this warranty, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group (s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear. The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### SUM INSURED

The basis of valuation shall be

- Reinstatement value for buildings and all contents excepting personal effects, and
- Market value for personal effects.

#### **BASIS OF INDEMNITY**

- 1. The indemnity shall be on the basis of reinstatement value or market value as applicable and as stated above.
- In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- 3. If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any of the insured perils 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 portion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, clause 3 of Basis of Indemnity under this Section shall not apply, notwithstanding anything to the contrary contained in the policy.

#### SECTION II - BURGLARY AND HOUSEBREAKING INCLUDING LARCENY AND THEFT (as defined by Indian Penal Code)

#### What is covered

- The Company will indemnify the Insured in respect of loss or damage to contents, by burglary and housebreaking including larceny and theft.
- b. The Company will further indemnify the Insured in respect of damage to the Insured's home and/or safe resulting from burglary and/or housebreaking or any attempt thereat subject to a maximum of 5% of the Sum Insured under this

Section. Provided however that no loss under clauses a) and b) hereinabove, shall together exceed the Sum Insured under this Section.

#### **EXCLUSIONS**

This Section does not cover loss, destruction or damage:

- Caused by burglary and/or housebreaking and/or theft and/or larceny where any member of the Insured's family is concerned as principal or accessory.
- To securities, documents of any kind, stamps, coins, cash/paper money, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, promissory notes, or any other negotiable instrument, books of accounts or any other business books, and explosives.
- To articles of consumable nature, livestock and motor vehicles.
- 4. To curios, antiques, pictures and other works of art, guns, collection of stamps, coins and medals for an amount collectively in excess of Rs. 10,000 unless specifically stated to the contrary in the Schedule.
- 5. To jewellery and valuables in excess of Rs. 10,000 per single article unless stated to the contrary in the Schedule.

#### SPECIAL CONDITION

- 1. Jewellery is covered subject to its being kept in locked safe within the home premises.
- Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any article which may be lost or damaged without reference to any special value which such article may have as part of such pair or set.
- 3. The cover under this section becomes inoperative if the premises remain unoccupied for more than 60 consecutive days unless prior written notice is sent to the Company and its consent obtained, subject to fulfillment of terms and conditions that may be stipulated by the Company for extending cover in such circumstances.
- 4. For Multiyear policy-

Extends to cover the property of the insured upto policy period as specified in the schedule provided that:

- a. Multiyear policy shall be issued for a minimum period of 2 years
- b. Refund shall be allowed as per below rules.
  - 1. No refund shall be allowed if there has been a claim under the policy.
  - If the policy is cancelled within 3 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any discount.
  - If the policy is cancelled after 3 years of inception, the discount slab shall be reworked for the number of years the policy was actually in force. For this purpose fraction of a year shall be rounded to the next higher year.

- 4. Refund, if any, shall be subject to the retention of minimum premium of Rs. 100/-
- c. Mid-term inclusion of perils shall not be allowed.
- d. Premium for entire policy period shall be collected in advance.
- e. Mid-term increase in sum insured shall be allowed on pro rata basis for the balance period.
- f. Mid-term reduction in Sum Insured is not allowed
- g. Policy with long term extension can be issued to only to house/flat owners and not to others who do not own the house/flat.
- h. Discounts for Earthquake Cover for Long term policies cannot be allowed.
- i. All Other terms and conditions remain same as per Policy wording

#### **SUM INSURED**

The basis of valuation shall be

- Reinstatement value for all contents excepting personal effects, and
- Market value for personal effects.

#### BASIS OF INDEMNITY

- 1. The indemnity shall be on the basis of reinstatement value or market value as applicable and as stated above.
- 2. In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- 3. If the property hereby insured shall, at the commencement of any destruction of or damage to the property by any of the insured perils 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 portion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, clause 3 of Basis of Indemnity under this Section shall not apply, notwithstanding anything to the contrary contained in the policy.

#### GENERAL CONDITIONS AND EXCEPTIONS APPLICABLE TO BOTH SECTIONS

#### GENERAL CONDITIONS

- This policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.
- 2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof the whole or any part of any range of buildings or any of which such building forms part. Provided

such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings structure were insured under this policy. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

- 3. 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:
  - a. If the interest in the property passes from the insured otherwise than by will or operation of law.
- 4. This insurance may be terminated at any time at the request of the insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the insured, in case of any fraud, misrepresentation, non disclosure of material fact or non cooperation of the insured as per Regulation 7(n) of IRDA (Protection on Policy Holders interests) Regulations, 2002 in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

Period of Risk	Premium to be retained (%of the Annual Rate)
Not exceeding 15 days	10%
Not exceeding 1 Month	15%
Not exceeding 2 Months	30%
Not exceeding 3 Months	40%
Not exceeding 4 Months	50%
Not exceeding 5 Months	60%
Not exceeding 6 Months	70%
Not exceeding 7 Months	75%
Not exceeding 8 Months	80%
Not exceeding 9 Months	85%
Exceeding 9 Months	Full Annual Premium

#### TABLE OF SHORT PERIOD SCALES

- On the happening of any loss or damage the insured shall forthwith give notice there of to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - b. Particulars of all other insurances, if any.

The Insured shall also at all the 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 of 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 in other legal form of the truth of the claim and of any matters connected therewith. No claim under this policy shall be payable unless the terms of this condition have been complied with.

- II. 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 (twelve) 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.
- 6. On the happening of loss or damage to any property insured under this policy, the Company may
  - a. Enter and take keep possession of the building or premises where the loss or damage has happened.
  - b. Take the 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.
  - c. Keep possession of any such property and examine, sort arrange remove other wise deal with the same.
  - d. 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 anytime until notice in writing is given by the insured that he makes no claim under the policy, 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 policy in answer to any claim. If the insured or any person on his behalf shall not comply with requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.
- 7. Any person who, knowingly and with intent to defraud the insurance company or other persons, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the insurance company's sole discretion and result in a denial of insurance benefits. If a claim is in any respect 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, 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, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

8. If the Company at its option, reinstates or replaces 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 Company thereon. If the Company so elects 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 with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace. If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

#### 9. Reinstatement Value Clause

The insurance in respect of building and all contents except Personal Effects will be subject to the following provision:

"It is hereby declared and agreed that in the event of the building and/or any content other than Personal Effects insured under this Policy being lost, destroyed or damaged, the basis upon which the amount payable under the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby." Special Provisions:

- a. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the date of loss, destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this Reinstatement Value Clause had not been incorporated there in shall be made.
- b. Until expenditure has been incurred by the Insured in replacing or reinstating the property lost, destroyed or damaged the Company shall not be liable for any

payment in excess of the amount which would have been payable under the policy if this Reinstatement Value Clause had not been incorporated therein.

- c. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any loss, destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.
- d. This Reinstatement Value Clause shall be without force or effect if:
  - The Insured fails to intimate to the Company within six (6) months after the date of loss, destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property lost destroyed or damaged; or
  - The Insured is unable or unwilling to replace or reinstate the property lost, destroyed or damaged on the same or another site.
- 10. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 11. The Insured shall at the expense of the Company do and concur in doing, permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.
- 12. 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 to or if they cannot agree upon a single arbitrator to be 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 such two arbitrators shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the 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.
- 13. Every notice and other communication to the Company required by these conditions must be written and be addressed to the Company at its corporate office address as follows:

HDFC ERGO General Insurance Company Limited Registered & Corporate Office: 1<sup>st</sup> Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

Customer Service Address: D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078.

14. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available not withstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy. Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

- 15. The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.
- 16. Claims Procedure:

The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy:

- a. In the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
- b. Give immediate notice thereof to the Company and shall within fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
- c. Tender to the Company all reasonable information, assistance and proof in connection with any claim.
- 17. Observation of Terms and Conditions:

The due observance and fulfillment of the terms, conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this policy.

#### **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of:

1. Loss or damage, whether direct or indirect occasioned by

happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.

- 2. Loss or damage caused by depreciation or wear and tear.
- 3. Consequential loss of any kind or description.
- 4. Loss or damage, directly or indirectly, caused by or arising from or in consequence of or contributed to by
  - a. Nuclear weapons material.
  - b. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For this purpose only combustion shall include any self-sustaining process of nuclear fission.

#### **GRIEVANCE REDRESSAL PROCEDURE**

At HDFC ERGO General Insurance, we are committed to serve our customers to their satisfaction by providing fast, fair and friendly services at all times.

However, should a customer feel that our services need improvement and wish to lodge your feedback / complaint, you may:

- Customer Service No: 022 6234 6234 / 0120 6234 6234
- For lodging a complaint online, email us to our customer service desk at care@hdfcergo.com.

After investigating the matter internally, we will send our response within a period of 10 days.

In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

#### **Escalation Level 1**

For lack of a response or if the response provided does not meet your expectation, you can write to: grievance@hdfcergo.com

After examining the matter, final response would be conveyed within a period of 15 days from the date of receipt of your complaint on this e-mail id.

#### **Escalation Level 2**

In case, you are not satisfied with the decision/resolution of the above office, or have not received any response within 15 days, you may write to: cgo@hdfcergo.com

#### **Escalation Level 3**

If after following Escalation Level 1 and 2 as stated above your issue remains unresolved, you may approach the Insurance Ombudsman for Redressal.

#### HDFC ERGO General Insurance Company Limited

**Policy Wording** 

E@Secure Insurance

This Policy is effective when the accompanying Schedule is signed by an authorized representative of HDFC ERGO General Insurance Company Limited.

Policy wording, schedule and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

Words and phrases that appear in bold letters have, for the purpose of this Policy, a special meaning which can be read in the Definitions section.

In consideration of payment of the premium and receipt thereof by Us and in reliance upon the information provided in the proposal form and including any statements made by the Policyholder on behalf of You to Us, We will provide the insurance cover detailed in the Policy to You upto the limit specified in the Schedule subject to the terms and conditions of this Policy.

#### INSURING CLAUSE

This Policy provides protection for You against loss or damage during the Period of Insurance which arises directly from the use of the internet and results in the occurrence of Specified Events.

In case one loss occurrence could be classified under multiple Specified Events as defined herein, this Policy will only provide protection under one Specified Event clause and the benefits stipulated therein, as per condition specified under Part F(1) General Conditions (Applicable to All Sections) of the Policy.

#### A. MAIN BENEFIT

#### Section 1: Legal Protection

If You have a legal dispute over any of the Specified Events, We will provide You the necessary legal protection against the costs of pursuing and defending legal actions maximum up to the amount of the sub limit set forth under "Legal Protection" specified on the Policy Schedule:

a) Professional Legal Advice

We will pay for the legal advice sought by You based on the laws of India

b) Legal Costs

We will cover Your legal costs to:

- Pursue or defend any legal actions against or by the Third Party;
- Remove any criminal or civil judgments wrongly entered against You; or



Challenge the accuracy or completeness of any information in a credit report

Provided that:

- 1. The Specified Event occurred on the internet during the Period of Insurance;
- Our prior written consent must be obtained before any costs are incurred (which shall not be unreasonably withheld or delayed );
- 3. The legal action pursued/ defended is within the jurisdiction of the Indian courts.

#### **B. SPECIFIED EVENTS**

#### Section 2: Damage to e-Reputation

If You suffer damage to Your personal reputation which arises directly from a Harmful Publication (whether in the form of videos, photographs or published statements) by any Third Party on the internet, We will reimburse for the costs incurred by You:

 For the services of an IT specialist to remove and/ or Flood such Harmful Publication from the internet maximum up to the amount of the sub limit set forth under "Damage to e-Reputation" on the Policy Schedule; and

For the Face-to-face consultation with a Psychologist/ an accredited Psychiatrist for post-traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation Deemed Necessary, maximum up to the amount of the sub limit set forth under "Psychological counselling" on the Policy schedule. Any sub limit of liability available for counselling service under this is part of, and not in addition to, the sub limit of liability set forth under limit mentioned in "Damage to e-reputation" on Policy Schedule; the payment by Us of any such sub limit of liability erodes the sub limit of liability set forth in "Damage to e-reputation" of the Policy Schedule.

Provided that:

- 1. This Specified Event occurred on the internet during the Period of Insurance;
- You lodge an FIR within Seventy two (72) hours upon discovering the Harmful Publication, giving details of the contents and specific internet sites where the Harmful Publication is published.

#### What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

- 1. Loss that occurs within the first forty five (45) days of the inception date of this insurance cover.
- 2. Any non-digital media (e.g. in print), radio and television broadcast
- 3. Damage caused by a Journalist.
- 4. Any legal proceedings (pending or settled) with a Third Party prior to the commencement of this cover.

#### Section 3: Identity Theft

If Your Personal Information is stolen over the internet, and a Third Party knowingly and unlawfully uses it subsequently without Your express consent to obtain money, goods or services, We will provide for reimbursement of the costs / expenses that You incurred maximum up to the amount of the sub limit set forth under "Identity Theft" on the Policy Schedule for /to:

- a) amend or rectify records regarding Your true name or identity, including but not limited to:
  - To notarize affidavits for financial institutions or credit bureau agencies to restore Your Bank Accounts and credit rating;
  - To re-submit loan applications which were declined solely because the lender received incorrect credit information; and
  - Costs of telephone calls, postage and bank charges to resolve the Identity Theft.
- b) Any lost wages due to time taken off from work, not exceeding 7days solely for the purpose of meeting with the relevant organizations and/or authorities to amend or rectify records as a result of an Identity Theft
  - If You are self employed, lost wages will be calculated based on Your tax returns in the prior year and limited to wages lost within 12 months upon discovery of the Identity Theft.
- c) For the Face-to-face consultation with a Psychologist/ an accredited Psychiatrist for post - traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation Deemed Necessary, maximum upto the amount of the sub limit set forth under "Psychological counselling" on the Policy schedule. Any sub-limit of liability available for counselling service under this is part of, and not in addition to, the sub limit of liability set forth under limit mentioned in "Identity Theft" on Policy Schedule; the payment by us of any such sub limit of liability erodes the sub limit of liability set forth in "Identity Theft" of the Policy Schedule.

Provided that:

- 1. This Specified Event occurred on the internet during the Period of Insurance;
- 2. You lodge an FIR detailing the Identify Theft within 72 hours upon discovery of Identity Theft by You;
- You notify Your bank or Credit / Debit Card issuer(s) of the Identity Theft within 72 hours upon discovery of the

Identity Theft by You (if applicable)

4. You provide evidence of lost wages

All losses resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single Identity Theft occurrence

#### What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

1. Expenses incurred (e.g. loan application fees, telephone charges etc.) six (6) months after the expiry of the cover

#### Section 4: Unauthorized Online Transactions

If You suffer loss as a direct result of the fraudulent use of Your Bank Account and / or Credit/Debit Cards and /or E-Wallets by a Third Party for purchases made over the internet, We will indemnify You maximum upto the amount of the sub limit set forth under "Unauthorized Online Transaction" on the Policy Schedule for:

- a) Any Unauthorized Online Transactions that are charged to Your Credit/Debit Card or Bank Account or E-Wallets that are legally unrecoverable from any other sources
- b) Any lost wages due to time taken off from work, not exceeding 7days solely for the purpose of meeting with the relevant organizations and authority to amend or rectify records regarding Your true name or identity as a result of the Unauthorized Online Transactions
  - If You are self-employed, lost wages will be based on Your tax returns in the prior year and limited to wages lost within 12 months upon discovery of the theft
- c) Costs of telephone calls, postage and bank charges to resolve the breach of payment

#### Provided that:

- 1. This Specified Event occurred on the internet during the Period of Insurance;
- You lodge an FIR detailing the Unauthorized Online Transaction within 72 hours upon discovery of the breach by You;
- You notify to the issuing bank and/or Credit/Debit Card and/or E-Wallet provider within 72 hours upon discovery of the breach by You;
- 4. You provide evidence that the bank is not reimbursing You for the fraudulent transactions;
- 5. You provide evidence of lost wages

What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

- 1. Reimbursement by the bank for the transaction
- 2. Cash advances (or cash withdrawn through an ATM or

Bank Account) made through Your stolen Bank Accounts and/or Credit/Debit Cards

#### Section 5: E-Extortion

If You suffer financial loss solely and directly as a result of Extortion Threat, We will reimburse you or pay on your behalf Extortion Loss that You incur solely and directly as result of Extortion Threat maximum up to the amount of the sub limit set forth under "E-Extortion" on the Policy Schedule

Provided that:

- 1. This Specified Event occurred on the internet during the Period of Insurance;
- 2. You lodge an FIR within seventy two (72) hours upon receiving the Extortion Threat;
- You shall use your best efforts at all times to ensure that knowledge regarding the existence of the insurance for Extortion Loss afforded by this policy is kept confidential, unless disclosure to law enforcement authorities is required
- 4. You shall allow Us (or our nominated representatives) to notify the police or other responsible law enforcement authorities of any Extortion Threat

#### What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

- 1. Loss that occurs within the first forty five (45) days of the inception date of this insurance cover
- Any claim or legitimate demand or even confiscation of the assets by bonafide governmental or judicial authority

#### Section: 6 Cyber Bullying or Harassment

If You are the victim of Cyber Bullying or Harassment by a Third Party, resulting in or possibly leading to lower selfesteem, increased suicidal ideation, and a variety of emotional responses including retaliating, being scared, frustrated, angry, and depressed as certified by a qualified Psychologist/ Psychiatrist being the direct result of Cyber Bullying or Harassment, We will reimburse You maximum up to the amount of the sub limit set forth under "Cyber Bullying" on the Policy Schedule for:

 a) Face-to-face consultation with a Psychologist / an accredited Psychiatrist for post - traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation Deemed Necessary

Provided that:

- 1. This Specified Event occurred on the internet during the Period of Insurance;
- You lodge an FIR detailing the perpetrators or in event of victim being a minor, an FIR following a psychological consultation or a written complaint to the school authorities

In addition to the General Exclusions, We will also not pay any

claim in respect of:

- 1. Event that occurs within the first 45 (forty five) days of the inception date of this insurance cover
- 2. Any non-digital media (e.g. in print, radio or television broadcast)
- 3. Any act of government or authority putting You under surveillance or monitoring
- Any disciplinary act or related disciplinary action initiated by authorities against you at work place, clubs, social forums or school
- 5. Any legal proceedings (pending or settled) with a Third Party prior to the commencement of this cover

#### Section: 7 Phishing & Email Spoofing

If You suffer financial loss directly due to Phishing, we will indemnify You for the Money You lost as a direct result of Phishing maximum up to the amount of sub-limit set forth under "Phishing" on the Policy Schedule. In the event, the Phishing is of the nature of Email Spoofing as defined, We will indemnify You for the Money You lost, maximum up to the amount of sub-limit set forth under "Email Spoofing" on the Policy Schedule.

Provided that:

- 1. This Specified Event occurred on the internet during the Period of Insurance;
- 2. You lodge an FIR detailing the loss within 72 hours upon discovery of the loss by you
- In event of Email Spoofing, the onus is on you to prove and establish that you had every reason to expect such email and You had the requirement to make payment against same

What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

- 1. Any Illegal transactions e.g bribes, commissions or illegal gratifications
- 2. Phishing resulting in revelation of personal information including passwords
- Any payments or charges towards lottery, unexpected bequeath of wealth, or any other similar unsolicited promises or dishonest incentives

#### C. LIMIT OF COVER

- (a) Limit of Liability: Our maximum limit of liability for any one Period of Insurance is limited to the amount specified in item 3 (a) of the Policy Schedule
- (b) Deductible: We shall be liable only in excess of the Deductible stated in Item 4 of the Policy Schedule. The Deductible shall apply to all claims resulting from one event (or a series of events) occurring at the same time or from the same originating cause.

#### D. POLICY DEFINITIONS

Any word or expression found in the Policy and Policy Schedule have these meanings, unless otherwise defined.

Sr. No	Term	Meaning
1.	Bank Account	Your Bank Account details including personal e-banking login name, passwords or Bank Account number that are issued by banks operating in India
2.	Bank Rate	Means Bank rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due
3.	Credit/Debit Card	Your physical Credit/ Debit Card, Credit/Debit Card details or Credit/Debit Card numbers that are issued by banks operating in India
	4. Cyber Bullying or Harassment	Means an aggressive, intentional act or behavior that is carried out by a group or an individual, using electronic forms of contact, repeatedly and over time against a victim who cannot easily defend himself or herself.
4.		Cyber bullying or harassment includes any of the following but not limited to: posting rumors about a person, sexual remarks, threats to disclose victims' personal information, or pejorative labels, internet trolling and cyber stalking.
5.	Computer System	Means Your electronic data storage or computing devices including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain Computer Programmes, electronic instructions, input Data and output Data, that performs logic, arithmetic, Data storage and retrieval, communication control and other functions. Computer System shall include all kinds of digital devices including but is not limited to mobile phones, laptops, personal computers.
6.	Endorsement	An authorized amendment to this Policy.
7.	Extortion Loss	<ul> <li>means any:</li> <li>(i) monies paid by You with our prior written consent to prevent or end an Extortion Threat; or</li> <li>(ii) Professional Fees for independent advisors to conduct an investigation to determine the cause of an Extortion Threat</li> </ul>

Sr. No	Term	Meaning
8.	Email Spoofing	means forgery of an email header so that expected and awaited message appears to have originated from a legitimate source, instead was sent by someone from somewhere other than the actual legitimate and/or trusted source
9.	Extortion Threat	means any threat or connected series of threats, for the purpose of demanding monies, communicated to you to prevent or end a Security Threat
10.	Flooding; Flood	means any threat or connected series of threats, for the purpose of demanding monies, communicated to You to prevent or end a Security Threat
11.	Harmful Publication	Published information on the internet (including forums, blog postings, social media and any other website) that undermines your reputation such that the information is: (a) Defamatory: an allegation of a fact that is false and injuriou (b) Insulting: an offensive expression of contempt or invectiveness; or Unlawful disclosure of one's private life
12.	Journalist	A person employed by traditional news media or any professional medium or agency to regularly gather, process and disseminate news and information to serve the public interest
13.	Money	Any circulating medium of exchange, including but not limited to 1. coins & paper money, 2. gold, silver, or other metal in pieces of convenient form stamped by public authority and issued as a medium of exchange and measure of value Any article or substance used as a medium of exchange, measure of wealth, or means of payment, such as cheques on demand or demand drafts
14.	Deemed Necessary	Means Psychiatric services needed to prevent, diagnose, or treat a psychological illness, injury, condition, disease, or its symptoms and that meet accepted standards of psychiatry
15.	Occupation	Your full-time or part-time gainful employment or any other work for pay or profit
16.	Period of Insurance	The period of cover as stated in item 2 as shown in the Policy Schedule

Sr. No	Term	Meaning
17.	Personal Information	means forgery of an email header so that expected and awaited message appears to have originated from a legitimate source, instead was sent by someone from somewhere other than the actual legitimate and/or trusted source
18.	Policyholder	The name stated in item 1(a) of the Policy Schedule
19.	Phishing	Fraudulent website or email, purporting to be from reputable companies or institutions in order to induce individuals to reveal personal information, such as usernames, passwords and credit card numbers and internet banking details
20.	Specified Event	An occurrence of one or more of these covered events which arises out of the use of the internet and that is attributed to the conduct of a Third Party and is not due to your fault: a) Damage to E-reputation b) Identity Theft c) Unauthorized Online Transactions d) E-Extortion e) Cyber Bullying f) Phishing and E-mail Spoofing
21.	Security Treat	means any threat conveyed over internet to demand money or goods or services from you by threatening to inflict harm to your person, your reputation, or Your property by making public, your Personal Information/ data stored in your Computer System while still in your physical possession and custody or by denying You the access to data or information in such Computer Systems
22.	Third Party	Any person or entity who deals at arm's length with you and which neither controls nor is controlled by You. Third Party shall not be: a) Any person covered under this Policy; or b) Any person or entity who is in an employer-employee relationship with you; or c) Any member of Your Family (regardless residing with you or not) and/or their authorized representatives.
23.	We/Us/Our/ Insurer	HDFC ERGO General Insurance Company Limited
24.	You/Your/Yourself/ Insured	The name stated in item 1(b) of the Policy Schedule

#### E. MAJOR EXCLUSIONS

This Policy does not cover claims directly or indirectly caused by or arising from:

- Your failure to take due care and precaution to safe guard Your Personal Information, Bank Accounts and/or Credit/Debit Cards information and internet communication.
- Deliberate, fraudulent, Illegal or malicious acts or failure to act by You or intentional or knowing violation of any duty, obligation, contract, law or regulation by You.
- Facts or circumstances existing prior to the commencement of this cover, which You knew or ought to have reasonably known to be facts or circumstances likely to give rise to a claim.
- Your business activities (including but not limited to etrading and blogging where You receive remuneration or benefits in any form), Occupation or political affiliations.
- Loss that You have directly or indirectly and intentionally created or endorsed by You.
- 6. Any unexplained loss or mysterious disappearance.
- 7. Any loss or damage caused by the order of any government authority.
- 8. Consequential loss or damage of any kind including loss suffered by any Third Party.
- 9. Any claim in connection with the ownership, driving or use of a motor vehicle.
- 10. Fees and costs incurred before acceptance of a claim.
- Any claims made in connection: failure or interruption, caused by whatsoever reason, of access to a Third Party infrastructure or service provider, including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.
- 12. Losses arising from the theft, disappearance, loss of value or inaccessibility of any cryptocurrency"
- 13. Any claim reported to Us more than six (6) months after the occurrence of the Specified Event.
- 14. Any damage to or destruction of any tangible property, including loss of use thereof.
- 15. Any liability under any contract, agreement, guarantee or warranty assumed or accepted by except to the extent that such liability would have attached to You in the absence of such contract, agreement, guarantee or warranty.
- Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property.
- 17. War, Terrorism, looting and Governmental Acts.
- Any losses or liabilities connected with any inherent product defect/wear and tear or any types of purchase or sale transactions or other dealing in securities,

commodities, derivatives, foreign or Federal Funds, currencies, foreign exchange, and the like.

 Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wire tapping, audio or video recordings or telephone marketing.

#### F. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

You must comply with the following conditions to have the full protection of Your Policy. It is a condition precedent to Our liability that You or any one claiming indemnity or benefit complies with the terms and conditions of this Policy

1. Triggering Multiple Specified Event

Where one loss occurrence triggering multiple Specified Events, in such case Specified Events having highest sub limit will be payable

2. Changes in Your circumstances

You must notify Us as soon as possible in writing of any change in your circumstances which may affect this insurance cover. We will advise you if there is any additional premium payable by you

3. Taking Reasonable Precautions

You must take due care and reasonable precautions to safeguard your Personal Information, details of Your Bank Accounts and/or Credit/Debit Cards and internet communications. You should also take all practical measures to minimize claims. Such measures include but are not limited to not sharing sensitive account information, regular data backup, logins, PIN/TAN and Personal Information with Third Parties, securing physical access to devices, only installing legal software from trusted sources such as manufacturer app-stores and maintaining an updated and secure state of their software and operating systems as recommended by the manufacturer. You have to keep Yourself informed of further recommendations and alerts made from time to time by Us, Your Bank, Social Networks, other service providers or software manufacturers, as well as relevant authorities such as the police, CERT-IN and RBI.

4. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You:

- Make a claim under the Policy knowing the claim to be false or fraudulently inflated;
- Cause any loss or damage by Your willful act or with Your knowledge;
- Send Us a document to support a claim knowing the document to be forged or false in anyway; or
- Make a statement to support a claim knowing the statement to be false in anyway,

We will not pay the claim and all cover under the Policy will be forfeited and would render the policy void at our sole discretion and which would result in denial of insurance benefits under this policy. We also reserve the right to recover from You the amount of any claim We have already paid under the Policy

5. Cancellation

This policy will terminate at the expiration of the period for which premium has been paid or on the expiration date shown in the policy Schedule.

You may cancel this Policy at any time by sending fifteen (15) days notice in writing to Us or by returning the Policy and stating when thereafter cancellation is to take effect. In the event of such cancellation we will retain the premium for the period that this Policy has been in force and calculated in accordance with the short period rate table, provided there is no claim under this Policy during the Period of Insurance.

We reserve the right to cancel this Policy from inception immediately upon becoming aware of any misrepresentation, mis-declaration, fraud, nondisclosure of material facts or non-cooperation by You or on your behalf. No refund of premium shall be allowed in such cases.

Notice of cancellation will be mailed to You at Your address set forth in item 1(b)of the Policy Schedule, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

In case of any claim under this Policy or any of its individual coverage no refund of premium shall be allowed.

Table of Short ₹ Period Scales		
Period of Risk (Not exceeding)	Annual Premium Rate (%)	
1 month	15% of the Annual rate	
2 months	30% of the Annual rate	
3 months	40% of the Annual rate	
4 months	50% of the Annual rate	
5 months	60% of the Annual rate	
6 months	70% of the Annual rate	
7 months	75% of the Annual rate	
8 months	80% of the Annual rate	
9 months	85% of the Annual rate	
For a period exceeding 9 months	The full Annual rate	

6. Other Insurances

In the event of an incident which results in a claim under this Policy and You have other insurance covering the same loss, We will not pay more than Our share, subject to the maximum Limit of Cover granted under this Policy

7. Subrogation

We shall at any time be entitled to take proceedings in Your name (at Our expense) to recover, for our benefit, the amount of any payment made by Us under this Policy and in which case, You must cooperate fully with Us in this respect and must not do anything to prejudice Our rights

#### 8. Arbitration

Any and all disputes concerning the interpretation or difference of the terms, exclusions or conditions contained herein is understood and agreed to by both the parties are subject to Indian law.

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) or the interpretation of a clause under this Policy (including the Schedule and Endorsements), such difference shall be referred to arbitration, in accordance with the [Indian] Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for us to make any payment under this Policy. Such arbitration panel shall consist of one arbitrator selected by you, one arbitrator selected by us, and a third independent arbitrator selected by the first two arbitrators in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be governed by Indian Law and the venue of arbitration shall be within India.

- All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared
- (ii) The cost of arbitration undertaken in accordance with this section shall be borne by the parties associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator
- (iii) It is clearly agreed and understood that no reference to arbitration can be made if We have either not admitted or have disputed liability in respect of any claim under or in respect of this Policy
- (iv) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts

It is further expressly agreed and declared that if We shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. Claims

In the event of a claim, and to report a claim upon discovery of an occurrence of a Specified Event, you must give written notice to Us along with duly filled claim form at the address set forth in item 7 of the Policy Schedule with full details thereof, within 7days after such claim is first made. Such notice shall be effective on the date of receipt by Us at such address

 It is the duty of the Insured to defend Claims and arrange for legal representation, hearing, investigation and experts. We shall have the right to effectively associate with You in respect of conduct and management of the Claim to which Policy may apply, and may, at Our option, elect to assume conduct of Your defense and /or investigation of any such claim.

- The payment of claims is dependent on Your providing all necessary information. Upon learning of any circumstances likely to give rise to a claim, You must provide all relevant documents including receipts, bills and other records in support of Your claim
- You must make no admission or settlement and must not enter into any correspondence or exchange of communications about the claim without Our prior written authorization
- All claims are paid in Indian Rupee. If You suffer a loss which is in a foreign currency, the amount will be converted into Indian Rupee at cash rate of exchange published in the currency conversion website, of Reserve Bank of India or, if it has ceased to be current, a currency conversion website selected by us, on the date of the loss
- On receipt of all required information/documents that can be considered relevant and necessary for the claim, We shall, with in a period of 30 days offer a settlement of the claim to You. If, for any reasons to be recorded in writing and communicated to You, We decide to reject a claim under the policy, it shall be within a period of 30 days from the receipt of all required information/ documents that are relevant and necessary for the claim
- In the event the claim is not settled within 30 days as stipulated above, We shall be liable to pay interest at a rate, which is 2% above the Bank Rate from the date of receipt of last relevant and necessary document from You by us till the date of actual payment

All benefits are only payable when approved by us

\*Note: We 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.

In the event of a claim, and to report a claim upon discovery of an occurrence of a Specified Event, you must give Us such information and co-operation as it may reasonably require including but not limited to:

- (a) Submission of fully completed and signed claim form
- (b) Copy of FIR lodged with Police Authorities / Cyber cell

- (c) Copies of legal notice received from any affected person/entity
- (d) Copies of summon received from any court in respect of a suit filed by an affected party/entity
- (e) Copies of invoices for expenses You incurred for the services of IT specialist
- (f) Copies of invoices for expenses You incurred in amending / rectifying your Personal Information
- (g) Evidence of Your consultation with Psychologist / Psychiatrist
- (h) Evidence of unpaid wages
- (i) Copy of Your last drawn monthly salary.
- (j) Evidence of expenses incurred by You in rectifying records regarding your identity
- (k) Copies of correspondence with bank evidencing that bank is not reimbursing You
- 10. Indian ContractAct 1872

A person or any entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Act 2001 or any similar act, common law or any provision of law in any other jurisdiction to enforce any of its terms

11. Premium Payment

It is hereby agreed that, as a condition precedent to any liability under this Policy, any premium due must be paid and actually realised by Us in full. In the event of non-realisation of the premium, the Policy shall be treated as void-ab-initio

12. Clerical Error

A clerical error by Us shall not invalidate the insurance cover otherwise validly in force, nor continue the insurance cover otherwise not validly in force

13. Governing Law

This Policy shall be governed by the laws of India

14. Assignment

No assignment of interest under this Policy shall be binding upon Us. We do not assume any responsibility for the validity of an assignment

15. Sanctions/Embargoes

We shall not be deemed to provide cover and provide any benefit hereunder to the extent that the provision of such cover, payment of such loss or claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations 16. Territorial scope

Where legally permissible by the law of this policy and the jurisdiction in which the payment is to be made and subject to all terms and conditions of this policy, this policy shall apply to any Loss incurred or claims made in India, unless otherwise stated in the schedule

17. Jurisdiction

Subject to the provisions of Clause 9, this policy is subject to the exclusive jurisdiction of the Courts of India

18. The Proposal Form

In issuing this policy, We have relied on the statements and particulars in the proposal form which shall form the basis of this policy and are considered as being incorporated therein. You shall not conceal or misrepresent or wrongfully declare any material fact or circumstance when making any representation

19. No Third party Rights

Notwithstanding what is stated in any Law, this policy is not intended to confer any rights or benefits on and or enforceable by any Third Party other than You and accordingly no Third Party shall acquire any rights in relation to or under this policy nor can enforce any benefits or claim under term of this contract against you

20. Policy Renewal

We shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. We reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. We, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the Period of Insurance

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Customer Service No 022 - 6234 6234 / 0120 - 6234 6234
- Emails:grievance@hdfcergo.com
- Designated Grievance Officer in each branch
- Company Website: www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

#### The Complaint & Grievance Cell, HDFC ERGO General Insurance Company Ltd. D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), MUMBAI - 400 078.

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address:

To The Principal Grievance Officer HDFC ERGO General Insurance Company Ltd. D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), MUMBA1-400 078. e-mail: principalgrievanceofficer@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer our website "www.hdfcergo.com" https://www.hdfcergo.com/customer-care/grievances.html for detailed grievance redressed procedure.

#### Insured's Family

It is hereby agreed that the Policy is amended to provide coverage pursuant to the terms and conditions set forth below:

It is agreed, that Insuring Clause is deleted in their entirety and replaced with the following:

This Policy provides protection for You and Your Family against loss or damage during the Period of Insurance which arises directly from the use of the internet and results in the occurrence of one or more Specified Events.

In case one loss occurrence could be classified under multiple Specified Events as defined herein, this Policy will only provide protection under one Specified Event clause and the benefits stipulated therein, as per condition specified under Part F(1) General Conditions (Applicable to All Sections) of the Policy.

For the purpose of this Endorsement only, Part D, Policy Definitions is modified and amended to add the following :

Family	The legal spouse and/or dependent child(ren) maximum up to four (4) family members
You / Your	The name stated in item 1(b) of the Policy Schedule and his/her Family covered under this Policy.

For the purpose of this Endorsement only, Part F, General Conditions (Applicable to All Section) is modified and amended to add the following:

() Multiple Insured

If two or more people are covered in Your Policy, each of them is responsible both individually and jointly for:

- (i) the completeness and accuracy of information in all statements, claims or documents given by anyone of them to Us; and
- (ii) observing the conditions of the Policy.
- For the purpose of this Endorsement only, Item 3(d) "Psychological counseling", mentioned on the Policy Schedule is deleted in their entirety and replaced with the following:
- (d) Psychological counseling
  - Sub Limit: 10% of Limit of Liability or 25 hours whichever is less

Subject otherwise to the terms, conditions and exclusions of this Policy.

Authorized Representative:

#### Protection of Digital Asset from Malware

It is hereby agreed, that in consideration of payment additional premium @ 10% of the total payable premium the Policy is amended to provide coverage not exceeding 10% of limit of liability pursuant to the terms and conditions set forth below:

It is agreed, that the Part B, Specified Events is modified and amended to add the following

Section: 8 Protection of digital assets:

If You suffer loss due to corruption or destruction of Digital Assets caused by the Security Event, We will reimburse You for Digital Assets Replacement Expenses incurred by You in restoring the Digital Assets, maximum up to the amount of the sub limit set forth under "Digital Assets Replacement Expenses "on the Policy Schedule.

Provided that:

1. Such Security Event first occurred during the Period of Insurance.

For the purpose of this Endorsement only, Part D, Policy Definitions is modified and amended to add the following :

Digital Assets Replacement Expenses	<ul> <li>The Digital assets replacement expenses means the reasonable and necessary expenses that You incur to replace, restore or recollect digital assets from written records or partially or fully matching electronic data due to their corruption or destruction from a Security event Digital Assets replacement expenses does not include</li> <li>any expenses incurred to update replace restore or recollect digital assets to the level which existed prior to the loss</li> <li>any expenses incurred to identify or remediate software programme errors or vulnerabilities OR costs to update, replace upgrade, restore, maintain or improve any computer system</li> <li>Any expenses to research and develop the digital assets</li> <li>Any consequential loss or damages</li> </ul>	
Digital Assets	Digital assets mean electronic data software audio files and image files stored in Your computer systems. Digital assets do not include account, bills, evidences of debts, money valuable papers, records, abstracts, deeds, manuscripts or other documents except if they are converted to electronic data and then only in that form. Digital assets do not include crypto currency.	
Security event	Security event means an introduction of Malware into Your computer system that results in alteration, corruption or destruction of digital assets	
Malware	Malware, or malicious software, is any program or file that is harmful to a computer system. Malware includes computer viruses, worms, Trojan horses and spyware.	

For the purpose of this Endorsement only, Item 3, Policy Schedule is modified and amended to add the following:

(k) Digital Assets replacement expenses Sub Limit: 10% of Limit of Liability

Subject otherwise to the terms, conditions and exclusions of this Policy.

#### Authorized Representative:

#### **HDFC ERGO General Insurance Company Limited**

**Policy Wording** 

#### PERSONAL ACCIDENT INSURANCE POLICY



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

- 1. Any proposal or other information supplied by or on behalf of the Insured Person:
  - 1.1.Disclosing all facts and circumstances known to the Insured Person that are material to the assessment of the risks insured hereby, and
  - 1.2. Forming the basis of this insurance, and
- The Insured having paid the premium on or before the due date there of to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions Set out in this Policy or as contained in any endorsement that may be issued.

#### **GENERAL CONDITIONS**

- This Policy shall be governed by the laws of India and, except as otherwise provided in Section4 (8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- This Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure by any or on behalf of the Insured Person of any material particular.
- Insured Persons shall take all reasonable precautions to prevent Accidents and to avoid Sickness and shall comply with all statutory requirements, as a condition precedent to the Company's liability hereunder.
- 4. Where the Insured Person is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the Company's liability hereunder.
- Insurance in respect of an Insured Person will begin under this Policy from 00.00 a.m. on the Day after (or a future date that has been agreed upon by the Insured Person and the Company) of the month after the date all of the following are true:
  - a. the Insured Person is eligible to be insured;
  - b. the required premium has been paid to the Company; and
  - c. the Company has approved the Insured Person's proposal for this insurance.
- 6. This Policy may be cancelled at the request of the Policyholder by thirty (30) Days notice given in writing to the Company and the premium paid shall be adjusted on the basis of the Company retaining a minimum of twenty-five percent (25%) of the annual premium or earned premium calculated pro-rata, whichever is the higher. No refund will

be made for such Insured Person for whom a claim has been paid or admitted by the Company. This Policy may also be cancelled by the Company by thirty (30) Days notice given in writing to the Policyholder at their last known address on grounds of misrepresentation, fraud, nondisclosure of material facts or non-cooperation and the premium paid shall be adjusted on the basis of the Company retaining earned premium calculated pro-rata.

- 7. Insurance in respect of an Insured Person shall immediately terminate on the earliest of the following dates:
  - a. the date that the Policy is terminated;
  - b. the date that the Total Sum Insured is paid for covered loss under Section 6 (Accidental Death), Section 7 (Permanent Disablement) or any of the Hospital Cash sections of the Policy; or
  - c. in respect of Immediate Family, the date that such Insured Person ceases to be the Insured Person's Immediate Family Member.

In the event that the initial premium payable is not paid and realised, this Policy shall be deemed to be void from the intended Policy Effective Date stated in the Schedule. If one or more premiums payable under this Policy has been paid, then the non-payment or non realisation of any subsequent premium shall terminate this Policy as of the due date of such unpaid or unrealised premium.

- 8. The Policyholder and Insured Person understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto, are material to the Company's decision to provide this insurance. The Policyholder and Insured Person further understand that the Company has issued this Policy in reliance upon the truth of such statements and particulars.
- Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
- 10. Free Look Period: The Policyholder 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 the policyholder has any objections to any of the terms and conditions, then the policyholder has the option of cancelling the Policy stating the reasons for cancellation and will be refunded the premium paid after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. The policyholder can cancel the Policy only if no claims have been made under the Policy. All the policyholder's 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.

#### FRAUD WARNING:

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

- 11. The titles of the various paragraphs of this Policy and any endorsements attached to this Policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.
- 12. The Policyholder shown in Item 1 of the Schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy Effective Date shown in Item 2 of the Schedule and, in the case of a multi-year Policy, on or before the annual anniversary of such Policy Effective Date. Timely payment of all premium due in full is a condition precedent to the Company's liability under this Policy.
- 13. Notices: Notices to the Company under this Policy shall be given in writing addressed to the address shown in the preamble of this Policy. Such notices shall be effective on the date of receipt by the Company at such address.
- 14. Valuation and Foreign Currency: All premiums, benefit amounts, loss, Sums Insured and other amounts under this Policy are expressed and payable in Indian currency. If judgement is rendered, settlement is denominated or any benefit, Sum Insured or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, Sum Insured or element of loss is due, respectively.
- 15. Subject to the terms and conditions of this Policy, payment of the renewal premium when due, will automatically renew this Policy. Renewal documents will not be issued as the existing Policy is evidence of cover, unless otherwise notified or terminated.
- 16. Any general increase or decrease in premium will be advised by providing 30 days notification to the Insured Person's last known address.

#### DEFINITIONS GENERALLY APPLICABLE

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.

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

- 2. Accumulation Limit means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that the Accumulation Limit is exceeded, the Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons, taking into account the maximum Sums Insured per Benefit and per Insured Person.
- Any one illness means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
- 4. Beneficiary: In case of death of the Insured Person, the Beneficiary means, unless stipulated otherwise by the Insured Person, the surviving Spouse of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted followed by the Insured Person's legal heirs or nominees. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
- 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.
- 6. Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.
- Civil War means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of Martial law.
- 8. Close Business Associate means:
  - a business associate not a fellow employee of the Insured Person where the business relationship with the Insured Person is continuous and reliant on each other for the Insured Person's business, or
  - b. a business companion who travels with the Insured Person for the same business purpose, and whose presence is necessary for the Insured Person's business, or
  - c. a fellow employee of the Insured Person.
- Common Carrier means any land, sea or air conveyance operated under a licence issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
- 10. **Company** means HDFC ERGO General Insurance Company Limited.
- 11. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
- Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

- Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
  - a. Internal Congenital Anomaly which is not in the visible and accessible parts of the body is called Internal Congenital Anomaly.
  - b. External Congenital Anomaly which is in the visible and accessible parts of the body is called External Congenital Anomaly.
- 14. 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 ratable proportion of Sum Insured.

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

- 15. Daily Activities means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
- 16. **Daily Benefit** means the amount payable for every twentyfour (24) continuous hours an Insured Person is in Hospital as an in-patient up to the maximum number of Days stated in the Schedule.
- 17. Daily Home Allowance means the amount payable for every twenty-four (24) continuous hours an Insured Person is instructed by a Physician to complete his/ her recovery at home following a payment of the Daily Benefit.

#### 18. Date of Loss:

- a. for Accident means the date of the Accident.
- b. for all other benefits means the date the event happened that leads to an alleged claim.
- c. for Sickness means the first date of diagnosis or the date the Insured Person first became aware of the Sickness.
- 19. Day means a continuous period of twenty-four (24) hours.
- 20. Day Care Centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
  - a. has qualified nursing staff under its employment;
  - b. has qualified medical practitioner/s in charge;
  - c. has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.
- 21. Deductible means an amount stated in the Schedule as a percentage, or a fixed amount, which will be deducted from the Compensation for a specific benefit, or a period of time for which the Company will not pay any benefit. A deductible is a cost-sharing requirement under a insurance policy that

provides that the Insurer will not be liable for a specified rupee amount 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.

- 22. **Dental treatment** means treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
- 23. 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.
- 24. **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, misdescription or non disclosure of any material fact.
- 25. Emergency care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.
- 26. Family Accumulation Limit means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons from the same Immediate Family involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that the Family Accumulation Limit is exceeded, the Family Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons from the same Immediate Family, taking into account the maximum Sums Insured per Benefit and per Insured Person.
- 27. Foreign War means armed opposition, whether declared or not between two countries.
- 28. Franchise means an amount stated in the Schedule as a percentage or a fixed amount for which the Company will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the Company will not be responsible unless the period of time has expired.
- 29. Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of preexisting diseases. Coverage is not available for the period for which no premium is received.
- 30. 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 schedule of section 56 (1) of the said Act or complies with all minimum criteria as under:
  - has atleast 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient 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.
- 31. Hospitalization means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.
- 32. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
  - a. Acute condition: Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
  - b. Chronic condition: A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:-it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests-it needs ongoing or long-term control or relief of symptoms it requires your rehabilitation or for you to be specially trained to cope with it it continues indefinitely- it comes back or is likely to come back.
- 33. Immediate Family/ Immediate Family Member means an Insured Person's Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the Insured Person.
- 34. **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.
- 35. Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- 36. Insured Person means anyone over the age of three (3) months and aged seventy (70) years old or younger, except when the Company, at its sole discretion, accepts anyone over 70 years old, for whom premium has been paid and who is identified in Item 6 of the Schedule as an Insured Person.
- 37. 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.

- Medical Advice means any consultation or advice from a Medical Practitioner/ Physician including the issue of any prescription or repeat prescription.
- 39. 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.

These Medical Expenses must necessarily be incurred within the territorial limits stated in the Schedule, for surgical, anaesthetic and other medical treatment in Hospital or prescribed by a Physician.

- 40. **Medically necessary treatment** is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
  - a. is required for the medical management of the illness or injury suffered by the insured;
  - 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.
- Medical Treatment means a Physician's Medical Advice, treatment, consultations, and prescribed or remedial attention.
- 42. Nominated Account means the account nominated by the Policyholder in the Proposal Form, or as subsequently instructed by the Policyholder in writing, to which premiums for this Policy are to be debited/ charged.
- 43. Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
- 44. 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 inpatient.
- 45. **Operative Time** means the time that the insurance is effective as stated on the Schedule.
- 46. **Period of Insurance** means the Operative Time stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 47. Permanent Total Disablement means disablement, as the result of a Bodily Injury, which:
  - a. continues for a period of twelve (12) consecutive months, and
  - b. is confirmed as total, continuous and permanent by a Physician after the twelve (12) consecutive months, and

- c. entirely prevents an Insured Person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 48. Pre-Existing Disease means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/ or were diagnosed, and/ or received medical advice/ treatment within 48 months to prior to the first policy issued by the insurer.
- 49. Medical practitioner/ Physician is a person who holds a valid registration from the medical council of any state or medical council of India or council of 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 his license, other than
  - a. an Insured Person under this Policy;
  - b. an Insured Person's employer or business partner;
  - c. an Immediate Family of the Insured Person. For purposes of this definition only, the term Immediate Family Member shall not be limited to natural persons resident in the same country as the Insured Person.
- 50. **Policyholder** means the entity or person named as such in the Schedule.
- 51. Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if he/she chooses to switch from one insurer to another.
- 52. **Primary Insured Person** means the Insured Person who elects insurance under the Policy and pays all the required premium for the insurance elected.
- 53. Reasonable & 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.
- 54. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
- 55. **Room Rent** Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.
- 56. Serious Injury or Serious Sickness means Bodily Injury or Sickness certified as being dangerous to life by a Physician.
- 57. Sickness means any fortuitous somatic illness or disease but excluding any disease or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognized, advised, sought out, or should have reasonably sought out, or received at any time before the Period of Insurance.
- 58. Spouse means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside.
- 59. Subrogation shall mean the right of the insurer to assume

the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

60. **Sum Insured** means the amount stated in the Table of Benefits in the Schedule as the Total Sum Insured, or limited to the specific insurance details in any Section of this Policy.

The amounts shown in the Item 9 of the Schedule are the Total Sums Insured for each Insured Person for the particular benefit shown, subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.

The Total Sum Insured is a sublimit of liability. It is part of, and not in addition to the Family Accumulation Limit stated in Item 3 (b) of the Schedule, if any. If further reduces, and does not increase, the Family Accumulation Limit stated in Item 3 (b) of the Schedule.

- 61. Surgery or Surgical Procedure means manual and/ or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- 62. **Terrorism** means activities against persons, organisations or property of any nature:
  - 1. that involve the following or preparation for the following:
    - a. use or threat of force or violence; or
    - b. commission or threat of a dangerous act; or
    - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  - 2. when one or both of the following applies:
    - a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 63. Unproven/ Experimental treatment means treatment, including drug Experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven.

#### **GENERAL CLAIMS PROVISIONS**

- Written notice of any occurrence which may give rise to a claim under this Policy must be given to the Company as soon as practicable and in any case within thirty (30) Days after such occurrence. Written Notice of Claim must be given to the Company immediately in the case of death, or within thirty (30) Days after the Date of Loss in all other cases.
- All certificates, information and evidence required by the Company shall be furnished at no expense to the Company and shall be in such form and of such nature as the

Company may prescribe. When required by the Company, at its own expense, the Insured Person shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.

- Complete, written proof of loss must be given to the Company within sixty (60) Days after the Date of Loss, or as soon as reasonably possible. Such proof of loss must contain:
  - I. the Policy Number, and
  - the preliminary medical report describing the nature and extent of all injuries or Sicknesses, and providing a precise diagnosis, and
  - all invoices, bills, prescriptions, Hospital certificates which will permit the Company to accurately determine the total amount of Medical Expenses (if applicable) incurred by the Insured Person, and
  - iv. in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
  - in the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
  - vi. proof of age, where applicable, and
  - vii. such other information as the Company may require to handle the claim.
  - a. If an Accident:
  - i. detailed circumstances of the Accident and the names of any witnesses, and
  - ii. any police reports concerning the Accident, and
  - iii. the date a Physician was seen due to the Bodily Injury, and
  - iv. the Physician's contact details, or
  - b. If a Sickness:
  - i. the date symptoms of the Sickness began, and
  - ii. the date a Physician was seen due to the Sickness, and
  - iii. the Physician's contact details.

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

- 4. The Company at its own expense shall have the right and opportunity to examine the Insured Person whose Bodily Injury or Sickness is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- In respect of any disablement claim, no benefit shall be payable before any disablement is recognized as definitive and permanent by a Physician appointed by the Company.
- 6. Medical advice of a Physician shall be sought and followed

promptly on the occurrence of any Bodily Injury or Sickness and the Company shall not be liable for any part of any claim which in the opinion of a Physician appointed by the Company arises from the unreasonable or willful neglect or failure of an Insured Person to seek and remain under the care of a Physician.

- 7. No claim may be brought under this Policy, nor may any legal action be brought against the Company to recover under such claim:
  - a. in cases of Accidental death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or
  - b. in all other cases, more than three (3) years after the Date of Loss or date the claim is denied in whole or in part, whichever is later.

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

- 8. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the Company to make any payment under this Policy.
- 9. The Company will effect payment of covered claims subject to: i) the Company having received complete, written proof of loss and such other information as the Company may require to handle the claim; and ii) the premium for the Policy having been paid. In such cases, the Company shall effect payment within 7 days.
- 10. No benefit shall be payable in respect of an Insured Person under more than one of the following insurances: Accidental death or Accidental disablement.
- 11. No sum payable under this Policy shall carry interest.
- 12. Where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account may be made to the Insured Person at the Company's discretion, on receipt by the Company of certification by a Physician appointed by the Company.
- 13. An Insured Person has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the Company. by the Policyholder, and provided to the Company at the time of claim and such other time as the Company may require.

The Insured Person, and no one else, has the right to change the beneficiary. The Insured Person does not need the consent of anyone to do so. Changes must be in writing, filed with the Company by the Policyholder and provided to the Company at the time of claim and such other time as the Company may require. The Company does not assume any responsibility for the validity of these changes.

Benefit shall be payable only to the Insured Person, his or her Beneficiary, or the Insured Person's legal personal representatives, whose receipt shall effectively discharge the Company.

- 14. In the event of a claim under this Policy, the Policyholder, the Insured Person and the Beneficiary, if applicable, must fully cooperate with the Company in its handling of the claim including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that the Company may require.
- 15. The Company shall not be bound or be affected by any notice of any trust, charge, lien, or other dealing with or in relation to this Policy.

#### **GENERAL EXCLUSIONS**

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

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

- 14. for Bodily Injury sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
- 15. for Bodily Injury sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the Bodily Injury occurred whilst the Insured Person was on leave or not in uniform.
- for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- 17. any pathological fracture.
- for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.)
- 19. for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
- 20. for Bodily Injury sustained whilst or as a result of engaging in, practicing for, or taking part in training peculiar to any kind of hazardous sport such as parachuting, hangliding, parasailing, off-piste skiing or bungee jumping.
- 21. Any Medical Expenses incurred, the need of which arises out of a Pre existing Condition.
- 22. for Bodily Injury caused by or arising from or as a result of Terrorism.

#### SECTION 1: ACCIDENTAL DEATH

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

#### Specific Extensions

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

#### **Specific Conditions**

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

#### SECTION 2: PERMANENT DISABLEMENT

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in disablement within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Extensions**

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

#### **Specific Provisions**

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

#### **Specific Conditions**

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

#### **Specific Definitions for all Tables of Benefits**

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

#### Specific Definitions for Table (A)

Loss used with reference to Limb means the loss by physical severance of such Limb.

#### Specific Definitions for Table (B)

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

#### Specific Definitions for Table (C) and (D)

Loss used with reference to Limb and / or fingers, thumbs or

toes, means the loss by physical severance or the total and permanent loss of use of said member.

#### TABLE OF BENEFITS - TABLE (A)

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

#### TABLE OF BENEFITS - TABLE (B)

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

#### TABLE OF BENEFITS - TABLE (C)

TABLE OF	BENEFITS -	TABLE	(D)
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The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1) Permanent Total Disablement	100%
2) Permanent and incurable insanity	100%
3) Permanent Total Loss of two Limbs	100%
<ol> <li>Permanent Total Loss of Sight in both eyes</li> </ol>	100%
5) Permanent Total Loss of Sight of one eye and one Limb	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%
9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10) Permanent Total Loss of Hearing in both ears	75%
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
<ul><li>17) Permanent Total Loss of use of one thumb of either hand:</li><li>a) Both joints</li><li>b) One joint</li></ul>	20% 10%
<ul> <li>18) Permanent Total Loss of one finger of either hand:</li> <li>a) Three joints</li> <li>b) Two joints</li> <li>c) One joint</li> </ul>	5% 3.5% 2%
<ul> <li>19) Permanent Total Loss of use of toes:</li> <li>a) All – one foot</li> <li>b) Big – both joints</li> <li>c) Big – one joint</li> <li>d) Other than Big – each toe</li> </ul>	15% 5% 2% 2%
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%
23) Permanent disablement not otherwise provided for under Items 2-22 inclusive up to a maximum of	75%

The Disablement	Compensation Expressed as a Percentage of
	Total Sum Insured
1) Permanent Total Disablement	100%
2) Permanent and incurable insanity	100%
3) Permanent Total Loss of two Limbs	100%
<ol> <li>Permanent Total Loss of Sight in both eyes</li> </ol>	100%
5) Permanent Total Loss of Sight of one eye and one Limb	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%
9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10) Permanent Total Loss of Hearing in both ears	75%
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
<ul><li>17) Permanent Total Loss of use of one thumb of either hand:</li><li>a) Both joints</li><li>b) One joint</li></ul>	20% 10%
<ul> <li>18) Permanent Total Loss of one finger of either hand:</li> <li>a) Three joints</li> <li>b) Two joints</li> <li>c) One joint</li> </ul>	5% 3.5% 2%
<ul> <li>19) Permanent Total Loss of use of toes:</li> <li>a) All – one foot</li> <li>b) Big – both joints</li> <li>c) Big – one joint</li> <li>d) Other than Big – each toe</li> </ul>	15% 5% 2% 2%
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%

## SECTION 3 IN-HOSPITAL MEDICAL EXPENSES – ACCIDENT ONLY

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

#### **Specific Conditions**

- 1. Usual and Reasonable In-Hospital Medical Expenses shall include and be limited to the following services:
  - a. charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre.
  - b. fees of Physicians.
  - c. charges for laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), xrays, prosthetic appliances.
  - d. charges for a registered nurse (R.N).
- If an Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### **Specific Definitions**

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

#### **Specific Exclusions**

- The Company shall not be liable to pay any benefit in respect of any Insured Person for:
- 1. any Usual and Reasonable In-Hospital Medical Expenses before the Period of Insurance.
- 2. any dental work.
- 3. any claim caused by or arising from or due to Sickness of any and every kind.

## SECTION 4: EMERGENCY MEDICAL EXPENSES - ACCIDENT ONLY

If, during the Period of Insurance, an Insured Person sustains Bodily Injury, then the Company will reimburse the Insured Person the necessary Usual and Reasonable Medical Expenses, incurred within twelve (12) months from the Date of Loss up to the Sum Insured stated in the Schedule, subject to the Terms and Conditions of this Policy. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Conditions**

- 1. Medical Expenses shall include and be limited to the following services:
  - a. charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre.
  - b. fees of Physicians.
  - c. Medical Expenses, in or out of Hospital, including: laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), xrays, prosthetic appliances.
  - d. charges for a registered nurse (R.N).
- If an Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### **Specific Definitions**

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

#### **Specific Exclusions**

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

- any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
- 2. any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
- 3. any Medical Expenses incurred within the territorial limits that are not stated in the Schedule.
- 4. any medical treatment, drugs or medicines, prescribed or applied, before the Period of Insurance.
- 5. any dental work.
- any claim caused by or arising from or due to Sickness of any and every kind.

#### SECTION 5: EMERGENCY MEDICAL EXPENSES

If, during the Period of Insurance, an Insured Person sustains Bodily Injury or sudden unexpected Sickness, then the Company will reimburse the Insured Person the necessary Usual and Reasonable Medical Expenses, incurred within twelve (12) months from the Date of Loss up to the Sum Insured stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Conditions**

- 1. Medical Expenses shall include and be limited to the following services:
  - a. charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre.
  - b. fees of Physicians.
  - c. Medical Expenses, in or out of Hospital, including: laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), xrays, prosthetic appliances.
  - d. charges for a registered nurse (R.N).
- If an Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### **Specific Definitions**

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

#### Specific Exclusions

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

- any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
- 2. any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
- 3. any Medical Expenses incurred within the territorial limits that are not stated in the Schedule.
- 4. any medical treatment, drugs or medicines, prescribed or applied, before the Period of Insurance.
- 5. any dental work.

#### SECTION 6: HOSPITAL CASH - ACCIDENT ONLY

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

#### Specific Provisions

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

#### Special Conditions

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

#### SECTION 7: HOSPITAL CASH AND HOME CONVALESCENCE - ACCIDENT ONLY

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in the Insured Person being in a Hospital as an inpatient within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Daily Benefit stated in the Schedule. In addition, if the Insured Person is instructed by a Physician to complete his/her recovery at home, then the Company will pay the Daily Home Allowance stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### Specific Provisions

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

#### Specific Conditions

- The Daily Home Allowance will be limited to the maximum number of Days an Insured Person was in Hospital as an inpatient or the maximum number of Days stated in the Schedule, whichever is the lesser.
- Once the Company has paid the Daily Benefit and Daily Home Allowance up to the maximum number of Days stated in the Schedule, cover under this Section will cease for such Insured Person.

#### SECTION 8: HOSPITAL CASH - ACCIDENT & SICKNESS

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

#### Specific Provisions

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

#### **Specific Conditions**

Once the Company has paid the daily benefit up to the maximum number of Days stated in the Schedule, cover under this Section will ease for such Insured Person.

#### SECTION 9: HOSPITAL CASH AND HOME CONVALESCENCE - ACCIDENT AND SICKNESS

If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness which directly and independently of all other causes results in the Insured Person being in a Hospital as an in-patient within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Daily Benefit stated in the Schedule. In addition, if the Insured Person is instructed by a Physician to complete his/her recovery at home, then the Company will pay the Daily Home Allowance stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Provisions**

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

#### **Specific Conditions**

- The Daily Home Allowance will be limited to the maximum number of Days an Insured Person was in Hospital as an inpatient or the maximum number of Days stated in the Schedule, whichever is the lesser.
- Once the Company has paid the Daily Benefit and Daily Home Allowance up to the maximum number of days stated in the Schedule, cover under this Section will cease for such Insured Person.

#### **SECTION 10: BROKEN BONES**

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in a broken bone as specified in this Section, then the Company agrees to pay to the Insured Person the Compensation stated in the Table of Benefits up to the Total Sum Insured in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### TABLE OF BENEFITS

Sr. No.	Fracture	% of Sum Insured
1.	Fractures of the Skull: a) Compound fracture with damage to the brain tissue b) Compound fracture without damage to the brain tissue c) All other fractures	100 75 50
2.	Fractures of hip or pelvis (excluding thigh or coccyx): a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	100 50 30 20
3.	Fracture of thigh or heel: a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	50 40 30 20
4.	Fracture of Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower Arm (including wrist, but excluding Colles-type fracture): a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	40 30 20 12
5.	Fractures of Lower Jaw: a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	30 20 16 8

6.	Fractures of Shoulder Blade, Kneecap, Sternum, Hand (excluding fingers and wrist), Foot (excluding toes and heel): a) All compound fractures b) All other fractures	20 10
7.	Colles type fracture to the Lower Arm: a) Compound b) Other	20 10
8.	Fractures of Spinal Column (Vertebrae but excluding coccyx): a) All compression fractures b) All spinous, transverse process or pedicle fractures c) All other vertebral fractures	20 20 10
9.	Fractures of Rib or Ribs, Cheekbone, Coccyx, Upper Jaw, Nose, Toe and toes, finger or fingers: a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	16 12 8 4

#### **Specific Conditions**

- No benefit will be paid before any fracture is recognized medically and a Physician has established the extent and nature of the fracture.
- The total amount payable under this Section, in respect of more than one fracture due to the same Bodily Injury, will be calculated by adding the various benefits together, but shall not exceed the Total Sum Insured.
- In the event that an Insured Person has received a benefit under this Section, and the same Bodily Injury results in permanent disablement, any benefits paid under this Section will be deducted from the Permanent Disablement benefit

#### SECTION 11: BURNS

If during the Period of Insurance an Insured Person sustains Bodily Injury whilst on a Common Carrier which directly and independently of all other causes results in second or third degree burns, then the Company agrees to pay to the Insured Person the Compensation stated in the Table of Benefits up to the Total Sum Insured in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### TABLE OF BENEFITS

	Description	% of Total Sum Insured
1) Head	<ul> <li>a) Third degree burns of 8% or more of the total head surface area</li> </ul>	100%
	<ul> <li>b) Second degree burns of 8% or more of the total head surface area</li> </ul>	50%
	<li>c) Third degree burns of 5% or more, but less than 8% of the total head surface area</li>	80%
	<ul> <li>d) Second degree burns of 5% or more, but less than 8% of the total head surface area</li> </ul>	40%
	<ul> <li>e) Third degree burns of 2% or more, but less than 5% of the total head surface area</li> </ul>	60%
	<li>f) Second degree burns of 2% or more, but less than 5% of the total head surface area</li>	30%

2) Rest of Body	<ul> <li>a) Third degree burns of 20% or more of the total body surface area</li> </ul>	100%
	<ul> <li>b) Second degree burns of 20% or more of the total body surface area</li> </ul>	50%
	<li>c) Third degree burns of 15% or more, but less than 20% of the total body surface area</li>	80%
	<ul> <li>d) Second degree burns of 15% or more, but less than 20% of the total body surface area</li> </ul>	40%
	<ul> <li>e) Third degree burns of 10% or more, but less than 15% of the total body surface area</li> </ul>	60%
	<li>f) Second degree burns of 10% or more, but less than 15% of the total body surface area</li>	30%
	<ul> <li>g) Third degree burns of 5% or more, but less than 10% of the total body surface area</li> </ul>	20%
	<ul> <li>h) Second degree burns of 5% or more, but less than 10% of the total body surface area</li> </ul>	10%

#### **Specific Conditions**

- 1. If the Bodily Injury results in more than one of the Descriptions above, then the Company shall be liable for the largest Description only.
- If an Insured Person dies or is permanently disabled as the result of the Bodily Injury, then any amount claimed and paid to an Insured Person under this Section will be deducted from any payment made under Accidental Death or Permanent Disablement.

## SECTION 12: LAST RITES COSTS - ACCIDENT AND SICKNESS

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

#### SECTION 13: IN HOSPITAL SURGERY BENEFIT

If during the Period of Insurance an Insured Person is hospitalised as the result of Bodily Injury or Sickness and is charged for a surgical procedure, performed by a Physician, then the Company agrees to pay an amount equal to the costs of the surgical procedure or the amount stated in the Table of Benefits as a percentage of the Total Sum Insured stated in the Schedule, whichever is the lesser. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Conditions**

- 1. Should there be more than one surgical procedure performed during the same operative sessions, the Company shall be liable for the largest procedure only.
- Any surgical procedure not mentioned in the Table of Benefits shall be compensated at the complete discretion of the Company taking into consideration the nature of the surgical procedure in conjunction with the stated Compensation percentages for more specific surgical procedures shown in the Table of Benefits.

#### Specific Definitions

- 1. **In-Patient** means a person who is confined in a Hospital as a resident patient and who is charged at least one (1) Day's room and board in the Hospital.
- Invasive Surgery means any surgery that involves entering the specific body cavity shown in the Table of Benefits.

#### Specific Exclusions

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

- 1. congenital anomalies and conditions arising there from.
- 2. pregnancy, childbirth, miscarriage or abortion or any female organs disease.
- any Hospital, surgical treatment or surgical procedure as the result of Sickness within ninety (90) Days of the Policy Effective Date.
- 4. cosmetic or plastic surgery, except as the result of an Accident.
- 5. any infection occurring during In-Patient care.
- any Hospital, surgical treatment or surgical procedure on adenoids or tonsils within one hundred eighty (180) Days of the Policy Effective Date.

#### TABLE OF BENEFITS

Fracture	% of Sum Insured
<ol> <li>ABDOMEN         a) Two or more surgical procedures performed through the same abdominal incision will be considered as one operation.     </li> </ol>	
i. appendectomy	50
ii. resection of bowel	70
iii. resection of stomach	70
iv. gastro-enterostomy	60
v. removal of gall-bladder	70
vi. Laparotomy for diagnostic or treatment purposes or the removal of one or more organs, unless herein provided	50
vii.Laparoscopy for diagnostic or treatment purposes	50
2) ABSCESS	
<ul> <li>a) incision of superficial abscess, boil or furuncle, one or more</li> </ul>	50
<ul> <li>b) treatment of carbuncle or abscess requiring a Hospital stay, one or more</li> </ul>	10
3) AMPUTATION OF	
a) one finger or one toe	10
b) hand, forearm or foot at ankle	20
c) leg, arm or thigh	40
d) thigh at hip	70
4) BREAST	
<ul> <li>a) mastectomy of one or both, radical with resection into axilla</li> </ul>	70
b) mastectomy one or both, partial	40
5) CHEST	
a) complete thoracoplasty	100
b) removal of lung or portion of lung	70
c) thoracoscopy for diagnostic, or treatment purposes	20
d) bronchoscopy - diagnostic	10
e) bronchoscopy - operative, excluding biopsy	20

f) cardiac surgery involving valvular replacement	100
g) cardiac surgery involving by pass surgery	75
h) cardiac surgery involving angioplasty	50
6) EAR	05
a) myringotomy	05 50
b) mastoidectomy – radical – one side	
c) mastoidectomy – radical – both sides	60 100
d) fenestration, one or both sides 7) ESOPHAGUS	100
a) operation for stricture	40
b) gastroscopy	10
8) EYE	10
a) detached retina – multiple fusions	100
b) cataract	50
c) glaucoma	30
d) removal of eyeball	30
e) removal of pterygium	20
f) incision of sty or chalazion	05
9) FRACTURES treatment of simple	
<ul> <li>a) For compound fractures the benefit is increased by 50%, but will not exceed the Total Sum Insured in the Schedule.</li> <li>b) For fractures requiring an open operation including bone grafting or bone splicing, the benefit is increased by 100%, but will not exceed the Total Sum Insured in the Schedule.</li> </ul>	
i. collar bone, shoulder blade, or forearm, one bone	15
ii. coccyx, tarsals, metatarsals or Talar bone	10
iii. thigh	40
iv. upper arm or leg	25
v. fingers or toes, each, or rib	05
vi. forearm – two bones, knee cap, or pelvis not requiring traction	20
vii. leg, two bones	30
viii. jaw, lower	20
ix. carpals, metacarpals, nose, ribs (two or more) or Sternum	10
x. pelvis, requiring traction	30
xi. vertebrae, transverse processes, each	05
xii. vertebrae, compression fracture, one or more	40
xiii. wrist	10
10) GENITO – URINARY TRACT	
a) removal of kidney	70
<ul> <li>b) fixation of kidney</li> <li>c) laparotomy for diagnostic or treatment purposes of tumours or stones in kidney, urethra, or bladder by lawcing Surgeing Sur</li></ul>	70 60
<ul> <li>by Invasive Surgery</li> <li>d) laparotomy for diagnostic or treatment purposes or the removal of tumours or stones in kidney, urethra, or bladder by cauterisation, endoscopic means or lithotripsy</li> </ul>	20
e) stricture or urethra - open operation	30
f) intra-urethral by Invasive Surgery	15
9) FRACTURES treatment of simple	
<ul> <li>g) Prostrate entire removal of open operation – complete procedure</li> </ul>	70
h) Prostrate partial removal – by endoscopic means	25
i) Prostrate by other cutting operation	50
j) orchidectomy or epididymectomy	25
k) hydrocele or variocele	10
<ol> <li>removal of fibroid tumours, without abdominal approach</li> </ol>	20

11) THYROID	70
<ul> <li>a) partial or total removal of thyroid, including all stages of operative procedure</li> </ul>	70
12) HERNIA	
a) Invasive Surgery – single hernia	20
a) Invasive Surgery – double hernia	25
c) Radical operation, including injection treatment for	40
cure of single hernia	
<ul> <li>d) Radical operation, including injection treatment for cure of double hernia</li> </ul>	50
13) JOINTS AND DISLOCATIONS a) For dislocations requiring an open operation the benefit is increased by 100%, but will not exceed the Total Sum Insured in the Schedule.	
<ul> <li>incision into joint for disease or disorder, except as herein otherwise provided and except tapping</li> </ul>	15
<li>ii. arthroscopy of shoulder, elbow, hip or knee joint, tapping excepted</li>	40
<li>iii. excision, open fixation, disarticulation or arthoplasty on shoulder, hip or spine</li>	75
<ul> <li>iv. excision , open fixation, disarticulation or arthoplasty on knee, elbow, wrist or ankle</li> </ul>	35
v. dislocation of fingers or toes, each	05
vi. dislocation of shoulder or elbow, wrist or ankle	15
vii. dislocation of lower jaw	05
viii. dislocation of hip or knee, knee cap excepted	25
ix. dislocation of knee cap	05
14) NOSE	
a) intranasal sinus operation	15
b) extra nasal sinus operation	35
c) polyps, removal one or more	05
d) submucous resection	25
e) turbinectomy	10
15) PARACENTESIS tapping of:	
a) abdomen	10
b) chest or bladder, catheterization excepted	05
c) ear drum, hydrocele, joints or spine	05
16) RECTUM and RECTOSCOPY	
<ul> <li>a) radical resection for malignancy, all stages including colostomy</li> </ul>	100
<ul> <li>b) haemorrhoids, external only, excision – complete procedure</li> </ul>	10
<li>c) haemorrhoids internal or internal and external including prolapsed rectum, total for excision or complete injection treatment</li>	20
d) fistula in ano	15
e) fissure in ano	05
f) rectoscopy with or without biopsy	10
g) colonoscopy with or without biopsy	15
h) other cutting operations on rectum	20
17) SKULL	
a) craniotomy for urgent removal of hematoma	100
b) craniotomy involving vascular surgery	75
c) craniotomy for removal of tumours	75
18) THROAT	15
a) tonsillectomy or tonsillectomy and adenoidectomy for adults and children 15 years of age and older	
a) tonsillectomy or tonsillectomy and adenoidectomy	10
<ul> <li>a) tonsillectomy or tonsillectomy and adenoidectomy for adults and children 15 years of age and older</li> <li>b) tonsillectomy or tonsillectomy and adenoidectomy</li> </ul>	10 05
<ul> <li>a) tonsillectomy or tonsillectomy and adenoidectomy for adults and children 15 years of age and older</li> <li>b) tonsillectomy or tonsillectomy and adenoidectomy for children under 15 years of age</li> </ul>	

<ul> <li>b) malignant tumours of the mucous membrane, skin and subcutaneous tissue</li> </ul>	25
c) pilonidal sinus or cyst, cutting operation	25
d) benign tumours of the testicle or breast	20
e) ganglion	05
<li>f) benign tumours, one or more, except as otherwise herein provided</li>	10
<li>g) varicose – complete procedure on all veins whether cutting operation or injection treatment – one leg</li>	20
<ul> <li>h) varicose – complete procedure on all veins whether cutting operation or injection treatment – two legs</li> </ul>	30

## SECTION 14: TEMPORARY TOTAL DISABLEMENT – ACCIDENT ONLY

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

#### **Specific Conditions**

- If Bodily Injury is sustained to or suffered in relation to the spine and its muscular girdle, ligamentous system, cartilage, nervous system and blood supply to the spine which is not detectable by means of radiological scanning, imaging, or neurological fallout testing, then the Company shall only be liable in respect of this Section for a maximum period of five (5) weeks, in excess of the Deductible or Franchise if applicable.
- In the event of a dispute arising as to when Temporary Total Disablement ceased, the date shall be finally determined by a Physician commissioned by the Company who certifies:
  - a. the date upon which the Insured Person recovered; or
  - b. the date upon which the Insured Person recovered as far as he/she ever will; or
  - c. the date from which the Insured Person is declared to have suffered Permanent Total Disablement;
- 3. The benefit shall not in any event exceed the Total Sum Insured or the Maximum Number of Weeks as stated in the Schedule.
- 4. If an Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### **Specific Definitions**

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

#### **Specific Exclusions**

The Company shall not be liable to pay any benefit in respect of any Insured Person for any claim caused by or arising from or due to Sickness of any and every kind.

## SECTION 15: TEMPORARY TOTAL DISABLEMENT – ACCIDENT AND SICKNESS

If during the Period of Insurance an Insured Person sustains

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

#### Specific Conditions

- If Bodily Injury or Sickness is sustained to or suffered in relation to the spine and its muscular girdle, ligamentous system, cartilage, nervous system and blood supply to the spine which is not detectable by means of radiological scanning, imaging, or neurological fallout testing, then the Company shall only be liable in respect of this Section for a maximum period of five (5) weeks, in excess of the Deductible or Franchise if applicable.
- In the event of a dispute arising as to when Temporary Total Disablement ceased, the date shall be finally determined by a Physician commissioned by the Company who certifies:
  - a. the date upon which the Insured Person recovered; or
  - b. the date upon which the Insured Person recovered as far as he/she ever will; or
  - c. the date from which the Insured Person is declared to have suffered Permanent Total Disablement.
- 3. The benefit shall not in any event exceed the Total Sum Insured or the Maximum Number of Weeks as stated in the Schedule.
- 4. If an Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### **Specific Definitions**

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

#### SECTION 16: HOSTAGE RELEASE FEES

If during the Period of Insurance an Insured Person is Kidnapped, then the Company agrees to pay the fees incurred for a professional negotiation organisation appointed by the Company to secure the release of the Insured Person up to the Total Sum Insured stated in the Schedule:

- The Insured Person agrees to reimburse the Company for any payments made by the Company which are ultimately determined not to be insured because of the application of the Specific Exclusions.
- If an Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### **Specific Definitions**

- Informant means any person providing information solely in return for monetary payment paid or promised by the Policyholder.
- 2. Insured Person: Specific to this Section and in addition to

the Insured Person(s) stated in the Schedule, an Insured Person shall also include:

- a. Immediate Family Member of an Insured Person.
- b. a person legally resident in the household of an Insured Person.
- c. accompanying travel companion of the Insured Person.
- Kidnap or Kidnapped means the wrongful abduction and holding under duress or by fraudulent means of any Insured Persons by any person or group making a Ransom demand or series of Ransom demands for the release of such Insured Persons.
- Ransom means the amount demanded by any person or group who have Kidnapped the Insured Person, or the amount paid to a person or group for the release of the Insured Person.

#### **Specific Exclusions**

The Company will not be liable for:

- 1. any Ransom amount.
- 2. any amount paid to an Informant or Informants.
- 3. any fraudulent, dishonest, or criminal acts of the Insured Person.
- 4. an Insured Person being Kidnapped by an Immediate Family Member.
- 5. any Kidnap occurring in South America, Mexico or the Philippines.

#### **SECTION 17: ASSAULT**

If during the Period of Insurance an Insured Person sustains Bodily Injury that results in death or permanent disablement, as a result of or arising from Assault, then the Company agrees to pay to the Insured Person or the Insured Person's Beneficiary or legal representatives the increased percentage of the Accidental death or permanent disablement Total Sum Insured stated under this Section in the Schedule.

#### **Specific Conditions**

All Specific Extensions, Specific Provisions, Specific Conditions, Specific Definitions, Specific Claims Provisions and Specific Exclusions shall also apply to this Section for each benefit to which it attaches.

#### **Specific Definitions**

Assault means any wilful or unlawful use of force inflicted upon an Insured Person that is a criminal offence in the jurisdiction in which it occurs and which results in Bodily Injury to an Insured Person.

#### **Specific Exclusions**

The Company shall not be liable to pay any benefit in respect of any Insured Person for an act of Assault by an Immediate Family Member.

#### SECTION 18: MOBILITY EXTENSION

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

- 1. a self-powered, climbing wheelchair; and/or
- his/her motor vehicle with the controls suitably adjusted; and/or
- a lift, necessary ramps, railings and holds to usual place of residence,

then the Company agrees to pay for 95% of the costs of such equipment and the installation thereof up to the Total Sum Insured stated in the Schedule.

#### SECTION 19: AMBULANCE COSTS

If during the Period of Insurance, an Insured Person sustains Bodily Injury which is life threatening, then the Company agrees to pay the actual ground ambulance costs incurred by the Insured Person up to the Total Sum Insured stated in the Schedule, for transportation to the nearest Hospital where adequate care can be provided.

#### SECTION 20: CONCUSSION EXTENSION

If during the Period of Insurance, an Insured Person sustains Bodily Injury and is hospitalized as the result of concussion, then the Company agrees to pay to the Insured Person the following percentages of the Total Sum Insured stated in the Schedule: Length of Hospital stay

Length of Hospital stay	Compensation Expressed as a Percentage of Total Sum Insured
Percentage of sum insured payable for 0 to 4 Days	0%
Percentage of sum insured payable after 5 Days	25%
Percentage of sum insured payable after 8 Days	Additional 25%
Percentage of sum insured payable after 11 Days	Additional 25%
Percentage of sum insured payable after 13 Days	Additional 25%

#### SECTION 21: ANIMAL ATTACK EXTENSION

If during the Period of Insurance, an Insured Person sustains Bodily Injury as the result of an attack by an Animal and is hospitalised for seventy-two (72) continuous hours, then the Company agrees to pay to the Insured Person the Total Sum Insured stated in the Schedule.

#### **Specific Definition**

Animal means any four (4) limbed animal that is not an insect or reptile.

#### SECTION 22: CHAUFFEUR PLAN BENEFIT

If during the Period of Insurance an Insured Person is partially incapacitated and unable to attend to a substantial part of his / her business commitments as a result of Bodily Injury, then the Company agrees to pay the daily amount up to the Total Sum Insured stated in the Schedule for the hire of a taxi or chauffeur driven car or other necessarily incurred extra costs to maintain the Insured Person's mobility to meet his/ her business commitments. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### Specific Exclusions

The Company shall not be liable to pay any benefit in respect of

any Insured Person if the Insured Person does not follow proper medical advice from a Physician after sustaining the Bodily Injury.

## SECTION 23: SPOUSE OR DEPENDENT CHILD CONSOLATION BENEFIT

If during the Period of Insurance an Insured Person's Spouse or Dependent Child sustains Bodily Injury which directly and independently of all other causes results in Death within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule. The Spouse or Dependent Child must be insured under this Policy for this benefit to be paid.

#### **Specific Extensions**

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

## SECTION 24: INSURED PERSON'S COUNSELING BENEFIT

If during the Period of Insurance an Insured Person's Spouse or Dependent Child sustains Bodily Injury which directly and independently of all other causes results in Death within twelve (12) months of the Date of Loss, then the Company agrees to pay the actual costs for professional counseling for the Insured Person up to the Compensation stated in the Schedule.

#### Specific Extensions

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

#### **Specific Conditions**

Solely with respect to the insurance provided in this Section, Item 16 of Section 5, General Exclusions, is deleted in its entirety.

#### SECTION 25: FAMILY COUNSELING BENEFIT

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in Death within twelve (12) months of the Date of Loss, then the Company agrees to pay the actual costs for professional counseling for the Insured Person's Spouse and Dependent Child up to the Compensation stated in the Schedule.

#### Specific Extensions

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

#### Specific Conditions

- 1. The total Sum Insured is the total amount payable for the Spouse and Dependent Child combined, not per person.
- Solely with respect to the insurance provided in this Section, Item 16 of Section 5, General Exclusions, is deleted in its entirety.

#### SECTION 26: COMMON ACCIDENT

If during the Period of Insurance an Insured Person and his or her Spouse sustain Bodily Injury in the same Accident which, directly and independently of all other causes, results in the death of both the Insured Person and the Spouse within twelve (12) months after the Date of Loss, then the Total Sum Insured payable for each of the Insured Person and Spouse shall be either the Accidental Death Total Sum Insured applicable to the Insured Person or the Accidental Death Total Sum Insured applicable to the Spouse, whichever is greater. This benefit shall in no event exceed the Common Accident maximum amount shown in the Schedule.

This benefit applies only if:

- 1. the Insured Person has elected insurance under the Policy for a Spouse; and
- 2. such insurance is in effect on the date of the Accident.

#### Specific Extensions

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

#### **SECTION 27: EVACUATION BENEFIT**

If during the Period of Insurance an Insured Person is Evacuating from the building that is the Primary Insured Person's place of employment and sustains Bodily Injury in the Evacuation which directly and independently of all other causes results in death or disablement within twelve (12) months of the Evacuation, then the Company agrees to pay the Compensation stated in the Schedule.

#### **Specific Definitions**

Evacuating/ Evacuation means an emergency exit due to a fire, a fire alarm, a bomb scare (whether there is a bomb or not), or an armed attack on the building or the people in the building.

## SECTION 28: MEDICAL INSURANCE PREMIUM INDEMNITY

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

#### Specific Extensions

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

#### **Specific Conditions**

The total Sum Insured is the total amount payable for the Spouse and Dependent Child combined, not per person.

#### SECTION 29: DEPENDENT CHILD EDUCATION BENEFIT

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

#### **Specific Conditions**

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

#### **Specific Extensions**

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

#### SECTION 30: COMATOSE BENEFIT - ACCIDENT ONLY

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

#### **Specific Provisions**

In case of successive Comatose State with less than ten (10) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Comatose State will be deemed as one.

#### **Specific Conditions**

- 1. The Insured Person must be in the Hospital Intensive Care Unit for the duration of the Comatose State for any benefits to be payable.
- 2. The Comatose State must be for three (3) months or more for any benefits to be payable.

#### **Specific Definitions**

Comatose State means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation.

## SECTION 31: COMATOSE BENEFIT - ACCIDENT AND SICKNESS

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

#### **Specific Provisions**

In case of successive Comatose State with less than ten (10) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Comatose State will be deemed as one.

#### **Specific Conditions**

- 1. The Insured Person must be in the Hospital Intensive Care Unit for the duration of the Comatose State for any benefits to be payable.
- 2. The Comatose State must be for three (3) months or more for any benefits to be payable.

#### **Specific Definitions**

Comatose State means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation.

#### **SECTION 32: HOME TUITION BENEFIT**

If during the Period of Insurance an insured Dependent Child sustains Bodily Injury (starting during the Period of Insurance) which directly and independently of all other causes results in Temporary Total Disablement, then the Company agrees to pay Home Tuition Fees per Day up to the amount stated in the Schedule, for up to the maximum number of weeks stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Conditions**

- In the event of a dispute arising as to when Temporary Total Disablement ceased, the date shall be finally determined by a Physician commissioned by the Company who certifies:
  - a. the date upon which the Insured Person recovered; or
  - b. the date upon which the Insured Person recovered as far as he/she ever will; or
  - c. the date from which the Insured Person is declared to have suffered Permanent Total Disablement;
- 2. The benefit shall not in any event exceed the Total Sum Insured or the Maximum Number of Weeks as stated in the Schedule.
- If an Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### **Specific Definitions**

- Temporary Total Disablement means disablement which temporarily and entirely prevents an Insured Person from attending full time education at an accredited tertiary educational institution.
- Home Tuition Fees means the costs for a fully registered and licensed teacher to continue the education of the Insured Person at home during Temporary Total Disablement.

#### Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for any claim caused by or arising from or due to Sickness of any and every kind.

#### **SECTION 33: REHABILITATION BENEFIT**

If during the Period of Insurance an Insured Person sustains Bodily Injury which requires Rehabilitation within three (3) weeks of the Date of Loss, then the Company agrees to pay the actual costs of such treatment up to the amount stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Definitions**

Rehabilitation means:

- 1. treatment by a therapist licensed, registered, or certified to provide such treatment; or
- treatment in an institution which is licensed to provide such treatment, when the treatment is intended to prepare the Insured Person for work in any gainful occupation, including the Insured Person's regular occupation.

#### **Specific Exclusions**

The Company shall not be liable to pay any benefit in respect of any Insured Person for any treatment not performed by a fully registered and licensed Physiotherapist.

#### SECTION 34: RECONSTRUCTIVE SURGERY BENEFIT

If during the Period of Insurance an Insured Person sustains Bodily Injury which requires Reconstructive Surgery within six (6) months of the Date of Loss, then the Company agrees to pay the actual costs of such Reconstructive Surgery up to the amount stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### Specific Definitions

Reconstructive Surgery means surgery to reconstruct cutaneous or underlying tissue, prescribed as necessary by a Physician.

#### Specific Exclusions

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

- 1. any Reconstructive Surgery not performed by a fully registered and licensed Cosmetic Surgeon.
- 2. any Reconstructive Surgery an Insured Person elects to have.

#### **SECTION 35: PARENTAL CARE BENEFIT**

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

#### Specific Definitions

Dependent Parent means the parents or grandparents of the Insured Person or the Insured Person's Spouse. A Dependent Parent is eligible for this benefit if he or she, at the time of the Bodily Injury, is receiving support and care provided by the Insured Person or Spouse.

#### SECTION 36: DEPENDENT CHILD WEDDING BENEFIT

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

#### **GRIEVANCE REDRESSAL PROCEDURE**

At HDFC ERGO General Insurance, we are committed to serve our customers to their satisfaction by providing fast, fair and friendly services at all times.

However, should a customer feel that our services need improvement and wish to lodge your feedback / complaint, you may:

- Call Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234
- For lodging a complaint online, email us to our customer service desk at care@hdfcergo.com.

After investigating the matter internally, we will send our response within a period of 10 days.

In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

#### Escalation Level 1

For lack of a response or if the response provided does not meet your expectation, you can write to: grievance@hdfcergo.com

After examining the matter, final response would be conveyed within a period of 15 days from the date of receipt of your complaint on this e-mail id.

#### **Escalation Level 2**

In case, you are not satisfied with the decision/resolution of the above office, or have not received any response within 15 days, you may write to: cgo@hdfcergo.com

#### **Escalation Level 3**

If after following Escalation Level 1 and 2 as stated above your issue remains unresolved, you may approach the Insurance Ombudsman for Redressal.

#### Contact Details of Insurance Ombudsman

Names of Ombudsman and Addresses of Ombudsmen Centres	
Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C. U. Shah College, Ashram Road, AHMEDABAD - 380 014. Tel:. 079 - 27545441 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	
Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR</b> - 751 009. Tel.: 0674 - 2596455 / 2596003 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	
Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>®</sup> Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018. Tel:: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in	
Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S. S. Road, <b>GUWAHATI</b> - 781 001 (ASSAM). Tel.: 0361 - 2132204 / 5 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in	
Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL</b> (M.P.) - 462 003. Tel.:- 0755 - 2769201 / 9202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	
Office of the Insurance Ombudsman, S.C.O. No.101-103, 2 <sup>rd</sup> Floor, Batra Building, Sector 17 - D, CHANDIGARH - 160 017. Tel.: 0172 - 2706486 / 2705861 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in	
Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, <b>NEW DELH</b> - 110 002. Tell: 011 - 23237539 / 23232481 Fax: 011 - 23230858 Email: binalokgal.delhi@gbic.co.in	
Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace, A.C. Guards, Ladrik-A-pool, <b>HYDERABAD</b> - 500 004. Tel : 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in	
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bidg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM - 682 015. Tel:: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in	
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase - 2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW - 226 001. Tel : 0522 - 2231331 / 2231330 Fax : 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in	

Office of the Insurance Ombudsman Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, JAIPUR - 302 005 Tel · 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in Office of the Insurance Ombudsman. 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1" Phase, BENGALURU - 560 025 Tel No: 080 - 22222049 / 22222048 Email: bimalokpal.bengaluru@gbic.co.in Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C. R. Avenue, KOLKATA - 700 072. Tel: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in Office of the Insurance Ombudsman. 3rd Eloor Jeevan Seva Annexe, S.V. Road, Santacruz (W) MUMBAI - 400 054. Tel: 022 - 26106928 / 26106552 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in Office of the Insurance Ombudsman. 2nd Floor, Jeevan Darshan, N. C. Kelkar Road, Narayanpet, PUNE - 411 030. Tel: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist. Gautam Buddh Nagar, NOIDA (U.P) - 201 301. Tel.: 0120 - 2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in Office of the Insurance Ombudsman. 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA - 800 006 Email: bimalokpal.patna@gbic.co.in OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL Smt. Ramma Bhasin. Secretary General. Shri Y.R. Raigar, Secretary, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), MUMBAI - 400 054 Tel: 022 - 26106889 / 6671 Fax: 022 - 26106949 Email- inscoun@gbic.co.in

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