

CARDSURE PACKAGE POLICY

PREAMBLE

HDFC ERGO General Insurance Company Limited (“the Company”), having received a Proposal and the premium from the Insured named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Insured as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts, that on proof to the satisfaction of the Company of the compensation having become payable as set out in the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured / Limit of Liability/ appropriate benefit will be paid by the Company.

GENERAL DEFINITIONS

AYUSH Hospital is a healthcare facility wherein medical/ surgical/para-surgical treatment procedures and interventions are carried out by AYUSH Medical Practitioner(s) comprising of any of the following:

Central or State Government AYUSH Hospital; or

Teaching hospital attached to AYUSH College recognized by the Central Government /Central Council of Indian Medicine/ Central Council for Homeopathy; or

AYUSH Hospital, standalone or co-located within-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:

- i. Having at least 5 in-patient beds;
- ii. Having qualified AYUSH Medical Practitioner in charge round the clock;
- iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iv. Maintaining daily records of the patients and making them accessible to the insurance company’s authorized representative.

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

AYUSH Day Care Centre means and includes Community

Health Centre (CHC), Primary Health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health centre which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical or surgical/para-surgical interventions or both under the supervision of registered AYUSH Medical Practitioner(s) on day care basis without in-patient services and must comply with all the following criterion:

- i. Having qualified registered AYUSH Medical Practitioner (s) in charge;
- ii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iii. Maintaining daily records of the patients and making them accessible to the insurance company’s authorized representative.

“Account Holder” means any and all persons designated and authorized to transact business on behalf of an account.

“Age” or “Aged” means completed years as at the Commencement Date.

“Alternative treatments” are forms of treatments other than treatment “Allopathy” or “modern medicine” and includes Ayurveda, Unani, Sidha and Homeopathy Yoga & Naturopathy in the Indian context.

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

“Ambulatory Medical Centre” means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician’ s office.

“Annual Aggregate Limit” means the maximum liability payable by the Company to the Insured in a single Policy Year subject to the per occurrence limit / limit of liability as specified in the schedule.

“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.

“ATM” means Automated Teller Machines of Banks, which have been approved by Reserve Bank of India.

“Bank” means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.

“Beneficiary” means any person(s) who is (are) insured under this policy.

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“Benefit” means the payment or entitlement available in accordance with the Policy.

“Card” means any Credit Card/ Debit Card /ATM or any similar cards issued by the Bank

“Cardholders” means such person’s to whom a Credit / Debit / ATM or any similar cards has been issued by the Bank/ Financial Institution

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

“Claim” means a Claim under a Coverage Part in respect of an insured event that has taken place or is likely to take place

“Company” means HDFC ERGO General Insurance Company Limited.

“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.

“Internal Congenital Anomaly” which is not in the visible and accessible parts of the body.

“External Congenital Anomaly” which is in the visible and accessible parts of the body.

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

“Co-payment” is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible costs. A co-payment does not reduce the sum insured.

“Cumulative Bonus” shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.

“Damage” means harm or injury to a person, property or system resulting in impairment or loss of function, usefulness or value.

“Day Care Centre” A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner

AND must comply with all minimum criteria as under:

- has qualified nursing staff under its employment;
- has qualified medical practitioner/s in charge;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and will make these accessible to the insurance company’s authorized personnel.

“Day Care Treatment” refers to medical treatment, and/or surgical procedure which is:

Undertaken under General or Local Anesthesia in a hospital/ day care centre in less than 24 hours because of technological advancement and which would have otherwise required a hospitalization of more than 24 hours. Treatment normally taken on out-patient basis is not included in the scope of this definition

“Deductible or Excess” 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 an insurance policy that provides that the Insurer will not be liable for a specified rupee amount or percentage, of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

“Dental Treatment” is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

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

“Disclosure of Information Norm” The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, misdescription or non-disclosure of any material fact.

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

The condition of the patient is such that he/she is not in a

condition to be removed to a hospital, or the patient takes treatment at home on account of non availability of room in a hospital.

“**EDC**” means Electronic Data Capturing Machine used for Card Transactions.

“**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.

“**Employee**” means any person employed under a contract of service or apprenticeship during or prior to commencement of the Period of Insurance and for the avoidance of doubt shall include agents or consultants or sub-contractors or independent professional advisors of the Insured.

“**Financial Institution**” shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

“**Grace period**” means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received.

The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.

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

“**Hold-up**” means when a person having some weapon threatens the Insured / Insured Persons and there exists a possibility of actual physical threat to the person of the Insured / Insured Persons.

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

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

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

“**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.

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

“**Chronic condition**” 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 longterm 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.

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

“**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

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

“**Insured**” means the Bank/ Financial Institution/ Service Provider as named in the Schedule

“**Insured Person(s)**” means the beneficiaries / members / card holders / customers & account holders of the Bank/ Financial Institutions/ Service Provider as named in the schedule.

“**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.

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

“**Maternity expenses**” shall include—(a). Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization). (b). Expenses towards lawful medical termination of pregnancy during the policy period.

“**Medical Advice**” means any consultation or advice from a Medical Practitioner / Physician including the issue of any prescription or repeat prescription.

“**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.

"Medical Practitioner" is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

The term MEDICAL PRACTITIONER includes qualified physicians, specialists and surgeons other than:

- an INSURED PERSON under this policy;
- an INSURED PERSON'S employer or business partner;
- an employee of the POLICYHOLDER; or
- an IMMEDIATE FAMILY MEMBER of the INSURED PERSON. For purposes of this definition only, the term IMMEDIATE FAMILY MEMBER shall not be limited to natural persons resident in the same country as the INSURED PERSON. IMMEDIATE FAMILY MEMBER means an INSURED PERSON'S Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles, nieces, and nephews, who reside in the same country as the INSURED PERSON.

"Medically necessary treatment" is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

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

"Merchant Establishment" means establishments wherever located which honour the Card.

"Network Provider" means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

"Newborn baby" means baby born during the Policy Period and is aged between 1 day and 90 days, both days inclusive.

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

"Non-Network" Any hospital, day care centre or other provider that is not part of the network.

"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.

"OPD treatment" is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient

"Permanent Total Disablement" means disablement, as the result of a bodily injury, which continues for a period of twelve (12) consecutive months, and is confirmed as total, continuous and permanent by a Physician after the twelve (12) consecutive months, and 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.

"PIN" means specific personal identification number assigned to the Cardholder in connection with the Card.

"Policy" means insured's proposal, the schedule, Company's covering letter to the insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

"Policy Period" means the period from Commencement of Insurance Cover to the end of the Insurance Cover as per the Schedule.

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

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

"Post-hospitalization Medical Expenses" Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:

- Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
- The inpatient hospitalization claim for such hospitalization is admissible by the insurance company.

"Pre-Existing Disease" means any condition, ailment, injury or disease:

- a) that is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or
- b) for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.

"Pre-hospitalization Medical Expenses" Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:

- Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

“Professional Sport” means a sport that would remunerate the sportsmen in excess of 50% of his or her total annual income.

“Proposals” means any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the Company by or on behalf of the Insured.

“Public Authority” means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, and command, determine or judge.

“Qualified nurse” is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

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

“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.

“Riot” refers to the violent disturbance of the public peace by three or more persons assembled for a common purpose.

“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.

“Schedule” means the schedule, and any annexure to it, attached to and forming part of this Policy.

“Sickness” means a condition or an illness affecting the general soundness and health of the Insured Person’s body or a disease but excluding any pre – existing disease / condition or illness which, arises out of or is caused by a condition or defect for which medical treatment was advised, before the commencement of the Policy.

“Strike” refers to cessation of work or a temporary stoppage of normal and regular activity or work undertaken by some persons in support of the demands made on their employer, as for higher pay or improved conditions.

“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.

“Sum Insured/ Limit of Liability” means and denotes the amount of cover available as stated in the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the policy and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule.

This is the maximum compensation that the Company will pay for each and every claim with respect to individual cover under the Policy. Sum Insured / Limit of Liability would not cover any penalties and / or outstanding interest due to the bank.

“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.

“Unproven/ Experimental treatment” Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

“War” means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

GENERAL CONDITIONS

1. Incontestability and Duty of Disclosure

THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NONDISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED, IN THE PROPOSAL FORM, PERSONAL STATEMENT, DECLARATION AND CONNECTED DOCUMENTS, OR ANY MATERIAL INFORMATION HAVING BEEN WITHHELD. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO FRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR A CLAIM BEING FRAUDULENT OR ANY FRAUDULENT MEANS OR DEVICES BEING USED BY THE INSURED OR ANY ONE ACTING ON HIS BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY/ 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 OF 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 OF THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

2. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far 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.

3. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

4. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be construed as notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

5. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

6. Governing Law

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

7. Special Provisions

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

8. Entire Contract

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

9. Territorial limits

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

10. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed on that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under the Policy.

11. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support

thereof, or if any fraudulent means or devices are used by the Insured, or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

12. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

13. Arbitration clause

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 the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

14. Renewal notice

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

- a) Renewal of a health insurance policy shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years, except for benefit based policies where the policy terminates following payment of the benefit covered under the policy like critical illness policies.
- b) The company shall condone a delay in renewal up to the grace period from the due date of renewal without considering such condonation as a break in policy.
- c) No loading shall apply on renewals based on individual claims experience

- d) The Company shall not resort to fresh underwriting unless there is an increase in sum insured. In case increase in sum insured is requested by the Policyholder, the Insurer may underwrite only to the extent of increased sum insured.
- e) Renewal premium due can be paid prior to the due date as per norms set out by the Company.

15. Due Observance

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

16. The Insured Person

Should 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 true, accurate and complete and are material to the Company's decision to provide this insurance. The Insured Person further should understand that the Company has issued this Policy in reliance upon the truth of such statements and particulars which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Underwriter's acceptance of this risk.

17. 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.

18. Reasonable Care

The Insured and Family members shall: Take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event;

Take all reasonable care and precautions to prevent accident, loss or damage and to act prudently to minimize

any claim arising out of an insured peril. The Insured and Family members shall also take within their control to avert occurrence of insured peril, to protect the subject matter of insurance.

Ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;

When the Insured Premises are left unattended ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.

19. Duties and Obligations after Occurrence of an Insured Event

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

The Insured shall immediately and in any event within 15 days give written notice of the same to the Company at the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief; and

In respect of Sections III B, and any other claim under any other Section as maybe specifically advised by the Company, immediately lodge a complaint with the appropriate Police Authorities detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company. The Insured shall also take all practicable steps to enable the person accused of such theft to be apprehended by the appropriate authorities as per law and to recover the property stolen, and

The Insured shall within 15 days after the loss or damage or such further time as the Company may allow, deliver a completed claim form in writing detailing as particular an account as may be reasonably practicable of the loss or damage that has occurred and an estimate of the quantum of any claim (not including profit of any kind) along with all documentation required to support and substantiate the amount sought from the Company. Particulars of all other insurances, if any, shall also be furnished, and

The Insured shall 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 or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath 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.

20. Contribution

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

21. Subrogation

The Insured and any claimant acting on behalf of the Insured under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company damage.

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of 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 here under 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.

22. Cancellation

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

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

- b. The Company may cancel the Policy at any time on grounds of established fraud or non-disclosure or misrepresentation by the Insured Person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of established fraud or non-disclosure or misrepresentation.
- c. Refund of Policy premium in case of death of Insured Person/s: Policy premium shall be refunded proportionately for the deceased Insured Person, for the unexpired Policy Period in case of death of any Insured Person/s
- d. Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where any claim has been admitted or any benefit has been availed by the Insured Person under the Policy.

23. 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
1st Floor, HUL House, H.T. Parekh Marg,
165-166 Backbay Reclamation,
Churchgate, Mumbai- 400020
Tel.: 91 22 66383600.
Fax: 91 22 66383699

24. Claim Settlement

The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

25. Portability

Individual members including the family members covered under this Card Sure Package Group Insurance under Section II of this policy shall have the right to migrate from such group policy to a suitable individual personal accident insurance policy offered by the Company only in cases of the member leaving the group on account of disassociation with the group in capacity of his membership.

26. Free Look Period

You have a period of 30 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If you have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation and You will be refunded the premium paid by You after adjusting the amount spent on any medical check-up, stamp duty charges and proportionate risk premium. You can cancel your Policy only if You have not made any claim under the Policy. All your rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and is not available at the time of renewal of Policy and for group policies.

27. Condonation of delay

The Company may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the insured. Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

GENERAL EXCLUSIONS

The Company shall not be liable for:

1. Damage directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, Rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection herewith.
2. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to nuclear weapons material by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission).
3. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
4. Any legal liability of whatever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation of or contamination by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or any weapon having nuclear components.
5. Loss of interest, delay and loss of market.

SCOPE OF COVER

SECTION I - CARD LIABILITY COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured/Insured Person(s) a sum not exceeding the Sum Insured / Limit of Liability, unless otherwise agreed by the Company, in respect of the debits or transactions established against the Insured/ Insured Person(s) resulting only from the unauthorized use of any lost or stolen Card issued by the Insured named in the Schedule and the subsequent use of such lost or stolen Card by any unauthorized person. The excess/deductible as stated in the Policy schedule shall apply to the limit of liability.

Specific Conditions applicable to Section I

1. The cover under Card Liability Cover shall be applicable only for certain number of days prior to reporting the loss of Card (pre-reporting period) and certain number of days post reporting of loss of card as mentioned in the schedule.

Specific Exclusions applicable to Section I

The company will not make any payment in respect of:

1. Any loss or damage arising out of any Card transactions which have occurred after the loss of Card has been reported to the Insured named in the Schedule and not covered under the scope of the special conditions under section I above, unless specifically agreed by the Company in writing.
2. Debits established against the Insured Person(s) resulting from the use of counterfeit Card (which shall mean a Card

which has been embossed or printed so as to pass off as a Card issued by the Bank). Counterfeit Card shall mean a Card which has been embossed or printed so as to pass off as a Card issued by the Bank named in the Schedule or a Card duly issued by the Insured named in the Schedule which is subsequently altered or modified or tampered with without consent of the Insured named in the Schedule.

3. Losses sustained by the Insured Person(s) resulting directly or indirectly from any fraudulent or dishonest acts committed by Insured Person(s)'s employee, acting alone or in collusion with others in respect of the Card.
4. Losses sustained by the Insured Person(s) through forgery or alteration of or on or in any written instrument required in conjunction with any Card.
5. Losses resulting from any Card issued without making a proper application to the Insured named in the Schedule. However, this exception will not apply in respect of replacement of a Card which has been previously issued by the Insured named in the Schedule.
6. Losses arising out of use of the Card by the Insured Person(s) with intent to defraud the Insured named in the Schedule.
7. Losses, which the Insured named in the Schedule is legally entitled to recover from the Insured Person(s), or the corporate or other legal entity agreeing to honour Card expenses incurred by the Insured Person(s).
8. In case of cancellation of purchases of products or services, if the amount refunded is not credited to the Original Source of Booking then the insurance company will not make payment for any claim arising as a consequence of this to the Insured / Insured Person(s).

Specific Claims Provisions applicable to Section I

1. Upon the happening of any event which may give rise to a claim under this policy, the Insured/ Insured Person(s) named in the Schedule, shall immediately give written notice to the Company with full particulars as far as possible.
2. If the Insured/ Insured Person(s) shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.
3. The Insured named in the Schedule shall maintain proper and up-to-date record of the Insured Person(s) and shall allow the Company to inspect such records at any time, subject to the confidentiality obligations of the Insured. Also, at all points of time during the currency of the Policy, the Insured named in the Schedule is to ensure that adequate premium is paid to the Company to ensure that this Policy applies to cover all the Cardholders of the Insured. If, at any point of time, the required premium is not paid to the Company to cover the Cardholders of the Insured, the Cardholders in respect of whom the premium is not received by the Company from the Insured Person(s) shall be treated as not covered under this Policy.

4. The Insured/ Insured Person(s) shall at his own expenses take all reasonable precautions to prevent loss at all times and adhere and shall keep records of all transactions in such manner that the Company can accurately determine on basis of these records, the amount of loss.
5. This policy shall not cover any loss or damage which at the time of happening of such loss or damage is insured by any other existing policy of Insurance, except in respect of excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
6. Losses arising out of debits raised and established against the Insured Person(s) after receipt of List of Stolen Cards by the Member establishments of the Insured, with whom the Insured has an Acquiring Bank relationship, are not payable.
7. On payment of a claim by the Company, the total amount of indemnities and the indemnity amount per Cardholder will stand reduced by the amount of claim paid, unless the same is reinstated on payment of additional premium by the Insured.

SECTION II - PERSONAL ACCIDENT COVER

II A. 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 applicable to Section II A

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 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 applicable to Section II A

1. 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.

II B. PERMANENT DISABLEMENT (Table B)

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 applicable to Section II B

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

Specific Provisions applicable to Section II B

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.

Specific Conditions applicable to Section II B

1. The insurance shall terminate for an Insured Person under this Section upon payment of a benefit equal to the Total Sum Insured.
2. 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. 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 applicable for Table (B)

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.

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%
4. Permanent Total Loss of Sight in both eyes	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%

4. 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.
5. Loss of Speech means the total and irrecoverable Loss of Speech.
6. Loss used with reference to Limb means the loss by physical severance or the total and permanent loss of use of such Limb.

Specific Exclusions applicable to Section II

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

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.
3. 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 thereof, 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 criminal act.
7. for Bodily Injury sustained whilst or as a result of participating in any sport as a professional player.
8. 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.

9. for Bodily Injury sustained whilst or as a result of riding or driving a motorcycle or motor scooter over one hundred fifty (150) cc.
10. 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.
11. 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 or due to venereal or venereal related disease.
13. for Bodily Injury sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
14. for Bodily Injury 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.
15. any pathological fracture.
16. for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
17. 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.
18. for Bodily Injury sustained whilst or as a result of active participation in any hazardous sport such as parachuting, hangliding, parasailing, off-piste skiing or bungee jumping.
19. for Bodily Injury caused by or arising from or as a result of Terrorism

SECTION III - PURCHASE PROTECTION – CONTENTS ONLY

The cover under this Section shall be available only upto (30/ 60 / 90 / 120 / 180) (please strike off the option not required) days from the date of purchase of the tangible goods by the Insured Person(s).

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured / Insured Person(s) a sum not exceeding the Sum Insured / Limit of Liability, unless otherwise agreed by the Company, in respect of loss or damage to the contents purchased by the Insured Person(s) through the use of the Debit/Credit/ATM or any other Card owned by the Insured Persons in accordance with the Sum(s) Insured and conditions as stated in the schedule.

Section III A – Standard Fire and Special Perils - Refer to Annexure A

Section III B – Burglary

COVERAGE

The Company hereby agrees, subject to the terms, conditions

and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify, the Insured to the extent of the sum Insured / Limit of Liability of:

- a. any loss of or damage to property belonging to the Insured or held in trust or on commission for which he is responsible or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or housebreaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) or hold-up;
- b. damage caused to the premises resulting from burglary and/or housebreaking or any attempt thereat, any time during the period of insurance upto 5% of the Sum Insured for all contents.

Provided always that the liability of the Company shall in no case exceed the sum insured stated against each item or total sum insured stated in the Schedule.

EXCLUSIONS APPLICABLE TO COVER UNDER SECTION III (B)

The company will not make any payment in respect of:

1. Gold or silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
2. Loss or damage where any inmate or member of the Insured's household or his business staff or any other person lawfully in the premises in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or in any way assisted or brought about by any such person of persons.
3. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
4. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities.
5. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
6. Loss of money and/or other property removed or extracted from the safe within the residential premises following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat.
7. Loss of or damage to any property insured under this policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

8. This policy shall cease to attach:
 - a. if the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights;
 - b. if the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased;
 - c. to any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law; unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the policy.
9. Loss or damage attributable to willful /gross negligence on part of the Insured Person (s) or any other person acting on behalf of the Insured Person(s).

CONDITIONS APPLICABLE TO COVER UNDER SECTION III (B)

1. **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this policy the Insured shall:
 - a. give immediate notice thereof in writing to the nearest office with a copy to the policy issuing office of the Company as well as lodge forthwith a complaint with the Police;
 - b. deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained; and
 - c. tender to the Company all reasonable information, assistance and proof in connection with any claim.
2. **INDEMNITY:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the sum insured thereon.
3. **AVERAGE:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the policy, shall be separately subject to this condition

SECTION IV- CREDIT SHIELD INSURANCE

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

The Company will pay the balance outstanding amount in the manner agreed in the name of the Insured Person in the books of the Bank/ Financial Institution, subject to the maximum Sum Insured specified in the Schedule. The Claim will be directly paid to the Bank/ Financial Institution to the extent of outstanding amount.

Specific Definitions applicable to Section IV:

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

SPECIFIC CLAIMS Provisions applicable to Section IV

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

1. The Insured and/or the Named Insured shall immediately and in any event within 14 days provide the Company with written notification of a Claim, and the Insured shall immediately and without any delay, consult a Physician and follow such advice and treatment that the Physician might recommend, and
 2. The Insured shall take every other reasonable step and/ or measure to minimize the consequences of the Bodily Injury, and
 3. The Insured and/or the Named Insured shall immediately and in any event within 30 days provide the Company with written notification of any other Claim that may be made under any operative Coverage Part caused by the Accidental Bodily Injury, and
 4. In the event of the Insured's death, written notice accompanied by a copy of the post-mortem report (if any) is given to the Company within 30 days and
 5. The Insured and/or the Named Insured shall expeditiously provide the Company with or arrange for the Company to be provided with any and all information and documentation in respect of the Claim and/or the Company's liability hereunder that may be requested, and submit himself for examination by the Company's medical advisers as often as may be considered reasonably necessary by the Company at the Company's cost.
3. Any deliberate or intentional, unlawful or illegal activities with criminal intent, error, or omission of the Insured.
 4. From war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detention, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority.
 5. Any consequential losses of any kind, and/or any actual or alleged legal liability of the Insured.
 6. Any loss suffered by the Insured on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
 7. Any loss caused either directly or indirectly by nuclear energy, radiation.
 8. Curative treatments or interventions that the Insured performs or has had performed on his body against medical advice or without medical advice.
 9. Venereal or sexually transmitted disease.
 10. Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.
 11. The Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
 12. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.

SECTION V - ACCIDENTAL HOSPITALIZATION

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

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

Note pertaining specifically to AYUSH Treatments only:

Medical expenses pertaining only to In-patient care AYUSH treatment sustained due to an accidental bodily Injury are also covered under 'Accidental Hospitalization' cover if undertaken in an AYUSH Hospital. However, any

Claims Payment applicable to Section IV

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

Specific Exclusions applicable to Section IV

The Company shall not be liable to pay any benefit in respect of any Insured Person(s) arising out of:

1. Suicide, attempted suicide or self inflicted injury or illness;
2. Whilst under the influence of intoxicating liquor or drugs;

medical expense other than In-patient care AYUSH treatment expenses are not covered under this cover.

SECTION VI – TRAVEL INSURANCE

SECTION VI (A) - CHECKED BAGGAGE LOSS

If, during the Period of Insurance, the Baggage, Personal Documents and/or Personal Effects that have been checked in on the same Common Carrier as a travelling Insured Person, are damaged or lost, then the Company will reimburse the Insured Person the cost of replacement of the articles for any amount up to the Total Sum Insured stated in the Schedule. The Deductible, if applicable, shall be deducted from the Compensation payable.

Specific Definitions applicable to Section VI (A)

1. Personal Documents means an Insured Person's identity card (if applicable), ration card, voter identity card, passport, driving licence and car licence.

Specific Conditions applicable to Section VI (A)

1. All claims will be subject to the Company at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
2. If applicable and if payment has been made under the Baggage Delay Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
3. If a Policyholder or 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 Exclusions applicable to Section VI (A)

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

1. loss of cash, bank or currency notes, cheques, debit or credit cards or unauthorised use thereof, postal orders, travellers cheques, travel, tickets, securities of any kind and petrol or other coupons.
2. mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by Accident to the conveying vehicle.
3. destruction or damage due to wear and tear, moth or vermin
4. baggage, clothing and personal effects despatched as unaccompanied baggage.
5. theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
6. loss or damage to sports equipment whilst in use, contact lenses, samples, tools.

7. for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
8. for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
9. for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
10. for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
11. a claim involving animals.
12. loss, including but not limited to loss by theft, or damage to vehicles or other accessories.
13. for any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.
14. baggage and/or personal effects sent under an airway-bill or bill of lading.
15. computer equipment, cameras, musical instruments, radios and portable radio/cassette/compact disc players.
16. contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.

Specific Claims Provisions applicable to Section VI (A)

In the event of a claim the Insured Person must:

1. give immediate written notice:
 - a. to the relevant Common Carrier in the event of loss or damage in transit;
 - b. to the relevant police authority in the event of loss or theft;
2. submit a copy of the relevant Common Carrier or police report when a claim is made;
3. obtain a Common Carrier or police report where the loss occurred;
4. in the event of loss by a carrier, retain original tickets and baggage slips and submit them when a claim is made;
5. submit original purchase receipts in the event of claims regarding goods purchased during the Insured Journey; and
6. for claims involving jewellery, submit original or certified copies of valuation certificates issued prior to the commencement of the Period of Insurance, when a claim is made.

For purposes of any claim hereunder:

1. a pair of skis, ski boots and accessories shall be regarded as one item;

2. bottles of perfume, aftershave, and make up shall together be regarded as one item;
3. the equipment and accessories of any sport that an Insured Person takes on a trip shall be regarded as one item

SECTION VI (B) - BAGGAGE DELAY

If, during the Period of Insurance, the baggage and/or personal effects owned by or in the custody of an Insured Person is delayed or misdirected for more than the Deductible stated in the Schedule, then the Company will reimburse the Insured Person the cost of necessary personal effects up to the Sum Insured stated in the Schedule.

Specific Conditions applicable to Section VI (B)

1. The baggage and/or personal effects must have been checked in as registered baggage by the airline operating under a licence issued by a governmental authority having jurisdiction for the transportation of fare paying passengers on fixed established routes, for any benefit to be payable under this Section.
2. If upon further investigation it is later determined that the baggage and/or personal effects has been lost, then any amount claimed and paid to an Insured Person under the Baggage Delay Section will be deducted from any payment under the Baggage Loss Section.
3. An Insured Person shall exercise all reasonable measures and precautions for the safety of, and recovery of, any property insured hereunder. Notification of any apparent delay to baggage must be made immediately to the airline concerned.
4. If a Policyholder or 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.
5. If the Insured Person receives any form of compensation from the Common Carrier in the form of vouchers, tickets or coupons, then these items will be surrendered to the Company.

Specific Exclusions applicable to Section VI (B)

The Company will not indemnify the Insured Person for delayed baggage as a result of the following:

1. chartered flights, unless such flights are registered in the International Data System.
2. confiscation of baggage by customs or any government authority.
3. purchases made after arriving in the final destination mentioned on the airline ticket.
4. baggage and/or personal effects sent under an airway-bill or bill of lading.
5. delays due to a strike or industrial action existing or announced before the start of the journey.

6. delays due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the journey.
7. any delays of the return journey

SECTION VI (C) - LOSS OF BAGGAGE AND PERSONAL DOCUMENTS

If, during the Period of Insurance, the Baggage, Personal Documents and/or Personal Effects owned by or in the custody of an Insured Person are damaged or lost, then the Company will reimburse the Insured Person the cost of replacement of the articles for any amount up to the Total Sum Insured stated in the Schedule. The Deductible, if applicable, shall be deducted from the Compensation payable

Specific Definitions applicable to Section VI ©

1. Personal Documents means an Insured Person's identity card (if applicable), ration card, voter identity card, passport, driving licence and car licence.

Specific Conditions to applicable Section VI ©

1. Any valid claim involving a motor vehicle, and at all time subject to Specific Exclusion (5), will be limited to a maximum of fifty percent (50%) of the Sum Insured stated in the Schedule.
2. All claims will be subject to the Company at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
3. If applicable and if payment has been made under the Baggage Delay Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
4. If a Policyholder or 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 Exclusions applicable to Section VI ©

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

1. loss of cash, bank or currency notes, cheques, debit or credit cards or unauthorised use thereof, postal orders, travellers cheques, travel, tickets, securities of any kind and petrol or other coupons.
2. mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by Accident to the conveying vehicle.
3. destruction or damage due to wear and tear, moth or vermin.
4. baggage, clothing and personal effects despatched as unaccompanied baggage.

5. theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
6. loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
7. for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
8. for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
9. for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
10. for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
11. a claim involving animals.
12. loss, including but not limited to loss by theft, or damage to vehicles or other accessories.
13. for any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.
14. baggage and/or personal effects sent under an airway-bill or bill of lading.
15. computer equipment, cameras, musical instruments, radios and portable radio/cassette/compact disc players.
16. contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.

Specific Claims Provisions applicable to Section VI ©

In the event of a claim the Insured Person must:

1. give immediate written notice:
 - a. to the relevant Common Carrier in the event of loss or damage in transit;
 - b. to the relevant police authority in the event of loss or theft;
2. submit a copy of the relevant Common Carrier or police report when a claim is made;
3. obtain a Common Carrier or police report where the loss occurred;
4. in the event of loss by a Common Carrier, retain original tickets and baggage slips and submit them when a claim is made;
5. submit original purchase receipts in the event of claims regarding goods purchased during the Insured Journey; and
6. for claims involving jewellery, submit original or certified copies of valuation certificates issued prior to

the commencement of the Period of Insurance, when a claim is made.

For purposes of any claim hereunder:

1. a pair of skis, ski boots and accessories shall be regarded as one item;
2. bottles of perfume, aftershave, and make up shall together be regarded as one item;
3. the equipment and accessories of any sport that an Insured Person takes on a trip shall be regarded as one item.

SECTION VI (D) - MISSING OF CONNECTING INTERNATIONAL FLIGHT DURING TRANSIT

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured Person(s) a sum not exceeding the Sum Insured / Limit of Liability, unless otherwise agreed by the Company, in the event the Insured misses or fails to take a connecting international flight of an international Airline due to the delay in arrival of another international flight, in which the Insured is travelling, beyond 6 hours of the schedule arrival time. The Company pays for the following expenses.

Additional Transportation costs to join the trip (must be same class of original tickets purchased) upto the maximum Sum Insured / Limit of Liability as mentioned in the schedule

Specific Conditions applicable to Section VI (D)

Subject to the other terms and conditions contained in this Policy, the Company shall be liable to pay the claim under this Section only if:

1. The Insured Person(s) has actually boarded the first international flight.
2. Connecting international flight's Schedule departure timing is at least 6 hours after the schedule arrival of the first international flight.
3. If the Insured Person(s) receives any form of compensation from the common carrier, that will be adjusted against any compensation under this section.

SECTION VI (E) - HIJACKING

If during the Period of Insurance an Insured Person is travelling on board a Common Carrier which is Hijacked, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule for every six (6) continuous hours in excess of the Deductible up to the Total Sum Insured.

Specific Definitions applicable to Section VI (E)

1. Hijacked means the unlawful seizure or wrongful exercise of control of a Common Carrier, or the crew thereof.

Specific Exclusions applicable to Section VI (E)

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

1. any claim caused by civil authority.

SECTION VI (F) - FLIGHT DELAY

If during the Period of Insurance, the flight on which an Insured Person is due to travel is delayed in excess of the Deductible, then the Company agrees to reimburse up to the amount stated in the Schedule per hour, or up to the Total Sum Insured, whichever is the lesser, for essential purchases, such as meals, refreshments or other related expenses directly resulting from the:

1. delay or cancellation of the Insured Person's booked and confirmed flight.
2. late arrival of the Insured Person's connecting flight causing the Insured Person to miss his or her onward connection.
3. or a late arrival (of more than 1 hour) of public transport causing the Insured Person to miss the flight.

Specific Conditions applicable to Section VI (F)

1. If a Policyholder or 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.
2. If the Insured Person receives any form of compensation from the Common Carrier in the form of vouchers, tickets or coupons, then these items will be surrendered to the Company.

Specific Exclusions applicable to Section VI (F)

The Company shall not be liable for any claim:

1. arising or as the result of chartered flights, unless such flights are registered in the International Data System.
2. if comparable alternative transport has been made available within six (6) hours after scheduled departure time or within six (6) hours of an actual connecting flight arrival time.
3. if an Insured Person fails to check-in according to the itinerary supplied, unless it is due to a strike.
4. if the delay is due to a strike or industrial action existing or announced before the start of the journey.
5. if the delay is due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the journey.

Specific Claims Provisions applicable to Section VI (F)

1. All claims must be submitted in writing to the Company by the Insured Person, or his/her legal representative and all information, documents, 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. All claims must be reported to the Company within twenty-one (21) Days of a delay occurring, and must contain:

- a. the Policy number.
- b. detailed circumstances of the delay.
- c. a copy of declaration of delay made by the public transport company (other than an airline).
- d. all receipts, all invoices serving as proof of purchases made in connection with the flight delay, as well as proof of the delay and the flight number and place where the delay occurred.

SECTION VI (G) - 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.

Note pertaining specifically to AYUSH Treatments only:

Medical expenses pertaining only to In-patient care AYUSH treatment sustained due to a bodily Injury or sudden unexpected sickness are also covered under 'Emergency Medical Expenses' cover if undertaken in an AYUSH Hospital. However, any medical expense other than In-patient care AYUSH treatment expenses are not covered under this cover.

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), x-rays, prosthetic appliances.
 - d. charges for a registered nurse (R.N).
2. If a Policyholder or 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 Exclusions

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

1. 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 VII - CASH IN TRANSIT

In the event of loss of Money belonging to the Insured person(s) by way of hold-up, robbery, theft, burglary or any other fortuitous cause while the money is in transit from any ATM/Bank to the destination, provided the destination is within the city limits and the transit is completed within the specified period of time as mentioned in the schedule, the Company hereby agrees subject to the terms, condition and exclusions herein contained, endorsed or otherwise expressed hereon, to pay the Insured the amount(s) of loss in the circumstances or situations as set out in the Schedule, provided always that the limit of the Company's liability for Any One Loss shall in no case exceed the amount specified against the respective item in the said Schedule and the Company's liability under more than one such occurrence during the Period of Insurance as set out in the Schedule shall not in the aggregate, exceed the Sum Insured.

The Company will pay for cost of replacement or repair of the Insured's safe or strongroom or cash box at the Insured's premises in the event of it being damaged by thieves or burglars subject to Limit of Any One Loss and Sum Insured as aforesaid.

Specific Exclusions applicable to Section VII

The Company shall not be liable to make any payment under this section in connection with or in respect of any expenses whatsoever incurred by any insured in the following cases:

1. Loss occasioned by Riot, Strike;
2. Money carried under contract of affreightment;
3. Theft of money from unattended vehicle;
4. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
5. Shortage of any money due to any error or omission of the Insured or any other person;
6. Loss of or Damage to money in transit by post
7. Loss or damage attributable to wilful /gross negligence on part of the Insured Person (s) or any other person acting on behalf of the Insured Person(s).

Specific Claim Provision applicable to Section VII

Upon the happening of any event giving rise or likely to give rise to a claim under this policy coming to knowledge of the Insured:

The Insured shall give immediate notice to the Police and to the policy issuing office of the Company and take all practical steps to discover the guilty person or person and to recover the Cash lost.

The Insured shall deliver to the Company, within fourteen days from the date on which the event shall have come to his knowledge, a detailed statement in writing of the loss.

The Insured shall furnish all explanations, vouchers, proof of ownership and other evidence to substantiate the claim and the Company may, if it deems necessary require corroborative evidence of the statement of the Insured or any of Insured family members of employee/s

The Insured Person(s) shall be required to furnish the following for or in support of a claim:

- a. Claim form, duly completed;
- b. A copy of First Information Report/ Complaint lodged with concerned Police Station or Panchnama in respect of any loss on account of or during riot and strike, or on account of or due to theft.

SECTION VIII - BAGGAGE INSURANCE

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured Person(s) a sum not exceeding the Sum Insured / Limit of Liability, unless otherwise agreed by the Company, in respect of loss or damage to the Insured Person(s)'s Baggage due to accident or misfortune whilst on journey, anywhere within India, only up to the actual value of the Baggage at the time of happening of loss or damage but not exceeding the Sum(s) stated in the Schedule in any period of insurance.

Specific Definitions applicable to Section VIII

- i. "Journey" shall mean any trip undertaken by the Insured Person(s) outside the city, town or municipal limit of the residential premises of the Insured.
- ii. For the purpose of this section "Tour" shall mean travel beyond 100 km outside the place of normal residence of the insured person.
- iii. "Baggage" shall mean personal belongings of the Insured Person(s) which are carried by the Insured Person(s) during his journey or acquired by the Insured Person(s) during the journey

Claim Settlement applicable to Section VIII

The Company will reimburse the Insured Person(s) for the market value of Baggage in the event of total and complete loss of such Baggage.

"Market value" shall mean the sum required to purchase new items of the same kind and quality less an amount representing wear and tear, usage, etc. at the time of loss or damage.

Specific Exclusions applicable to Section VIII

The Company shall not be liable to make any payment under this Policy in respect of:

1. Loss of cash, including deeds, bonds, bills of exchange, promissory notes, stock or share certificates contained in or forming part of the Baggage or being carried on the body of the Insured or entrusted to any other person, on account of error or mistake or otherwise howsoever.
2. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation of deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
3. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curious, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance being used to carry such articles.
4. Loss or damage caused by mechanical derangement to any electrical machine, apparatus, fixtures or fittings (including electrical fans, electric household or domestic appliances, wireless sets, radio and television sets) or to any portion of electrical installation arising from or occasioned by over running, excessive pressure, short circuiting arising from self-heating or leakage of electricity from whatever cause including lightning.
5. Loss or damage caused by mechanical derangement, over-winding, denting or internal damage of watches and/ or clocks.
6. Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
7. Theft of Baggage from any car in which the Insured Person(s) is travelling whilst on a Journey, except if such theft occurs from a fully enclosed saloon car having, at the time of occurrence, all the doors, windows and other openings securely locked and properly fastened.
8. Loss of or damage to articles which did not form part of the Baggage when the Journey commenced, unless the loss of or damage to such articles is within a maximum limit of 1% of the Sum Insured / Limit of Liability per Insured per Journey.
9. Loss or damage to manuscripts, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments unless specifically declared to, and accepted by, the Company.
10. Loss of articles such as walking sticks, umbrellas, sun shades, fans, deck chairs, property in use while on the Journey or articles whilst being worn on the person of the Insured Person(s) or carried with the Insured Person(s).
11. Any loss or damage arising through delay, detention or confiscation of Baggage by Customs or other Authorities.
12. Loss of or damage to any property or articles whilst being conveyed or transferred by any carrier under a contract of affreightment.
13. Loss of or damage to articles of consumable or edible or perishable nature.
14. Damage or loss not reported to the police within 48 hours of discovery and a written report obtained in respect of the same.
15. Loss of Baggage, occurring whilst in transit and reported to the Company within 48 hours of the occurrence, due to any of the perils stated in the scope of cover where the Insured Person(s) is involved, or suspected to be involved, as principal or accessory to a crime, including fraud or dishonesty of the Insured Person(s).
16. Loss or damage due to, or contributed to by, the Insured Person(s) having caused or suffered anything to be done whereby the risks hereby insured against was unnecessarily or unreasonably increased.
17. Loss of property unless a Property Irregularity Report or other report usually issued by carriers in the event of loss of baggage has been procured and submitted to the Company.
18. Any partial loss of the contents contained within the item(s) of Baggage.
19. Loss or damage occurring outside the geographical limits of the Indian territory.
20. Loss or damage occurring to Baggage whilst in the possession of, or belonging to, dependants of the Insured Person(s) or any person other than the Insured Person(s).
21. Any travel undertaken within the municipal limits of the village, town or city where the Insured Person(s) premise is located and not forming a part of routine travel.

SECTION IX - FORGERY/COUNTERFEIT CHEQUES COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured Person(s) a sum not exceeding the Sum Insured / Limit of Liability as mentioned in the Schedule, in the event of any debits being established against the Insured Person(s) or the loss suffered by the Insured Person(s) resulting from forgery or counterfeiting of cheques issued by various Banks

The section covers:

1. Fraudulent encashment of stolen/lost cheques of the Insured through forged endorsements and/or through forged alterations.
2. Counterfeit cheques.

Specific Exclusions applicable to Section IX

The company will not be liable for loss or damage in following cases:

1. If the forged/ counterfeit cheque/s does not belong to the series of cheques issued to the Cardholder / Account holder or customer.
2. The forged/ counterfeit cheque/s is one which has been encashed or cleared earlier.
3. Forged/counterfeit cheques drawn on any co-operative Bank is excluded under the policy.

4. Loss suffered on account of payment made in respect of cheques where payee Bank is a co-operative bank.
5. Payment made in respect of Non MICR cheques.

Specific Condition applicable to Section IX

1. In the event of any loss, the Insured Person(s) shall produce a certificate, in support of the claim, from the drawee Bank confirming that the event of loss has happened /occurred.

SECTION X – HOLE – IN – ONE

The company will indemnify the Insured, the amount as stated in the Schedule if in respect of the amount that the Insured is entitled to receive from the tournament organisers if the insured person succeeds a hole in one on the Target Hole at the tournaments conducted / certified by PGA / Other International Golf Associations in India only during the Policy Period.

The Claim Payment shall be subject to the full compliance with the terms and conditions and the rules of the tournaments conducted / certified by PGA / Other International Golf Associations.

Tournament

The golfing Tournament held during the Policy Period for which details are recorded on the Policy Schedule.

Specific Exclusions applicable to Section X

1. Claims where the player has not been listed as a Participant in the Tournament.
2. Claims originating on a non Target Hole.
3. Any claims where the Hole in One has not been correctly adjudicated or failure of the Insured to follow the claims procedure.
4. Consequential loss of what ever nature arising from the tournaments conducted / certified by PGA / Other International Golf Associations

SECTION XI - CRITICAL ILLNESS

If the Insured Person is diagnosed as suffering from a Critical Illness during the Policy Period, then We will pay the Sum Insured as a lump sum, provided that:

- i. The Critical Illness, which the Insured Person is suffering from, occurs or manifests itself during the Policy Period as a first incidence, and
- ii. The Insured Person survives for at least 15 /30 days following such diagnosis.

CRITICAL ILLNESS COVERAGE

i. Cancer of specified severity

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

The following are excluded:

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

ii. Open Chest CABG

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

Excluded are:

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

iii. First Heart Attack- Of Specified Severity

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

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

The following are excluded:

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

iv. Kidney Failure Requiring Regular Dialysis (End Stage Renal Disease)

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

v. Major Organ/Bone Marrow Transplantation

The actual undergoing of transplant of:

- One of the following human organs : heart, lung, liver, pancreas, kidney, that resulted from irreversible end stage failure of the relevant organ or.
- Human bone marrow using haematopoietic stem cells.

The undergoing of a transplant has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER.

The following are excluded:

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

vi. Multiple Sclerosis With Persisting Symptoms

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

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

The following are excluded:

- Neurological damage due to SLE is excluded

vii. Permanent Paralysis Of Limbs / Quadriplegia

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

viii. Stroke Resulting in Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae.

This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source.

Diagnosis has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER and evidenced by typical clinical

symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

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

ix. Aorta Graft SURGERY (SURGERY of Aorta)

The actual undergoing of major SURGERY to repair or correct aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

The following are excluded:

- SURGERY performed using only minimally invasive or intra arterial techniques
- Angioplasty and all other intra arterial catheter based techniques, "Key hole" or laser procedures

x. Primary Pulmonary Arterial Hypertension

An increase in the blood pressure in the pulmonary arteries, caused by either an increase in pulmonary capillary pressure, increased pulmonary blood flow or increased pulmonary vascular resistance.

Diagnosis has to be confirmed by a specialist Medical Practitioner and evidenced by cardiac catheterization showing a mean pulmonary artery pressure during rest of at least 20 mmHg.

Furthermore right ventricular hypertrophy or dilatation have to be medically documented for at least 90 days.

xi. Open Heart Valve Replacement or Repair Of Heart Valves

The actual undergoing of Open heart valve SURGERY to replace or repair one or more heart valves, as consequences of defects in, abnormalities of, or disease affected heart valve(s).The diagnosis of the valve abnormality must be supported by echocardiography and the realization of SURGERY has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER.

The following is excluded:

- Catheter based techniques including but not limited to, balloon valvotomy / valvuloplasty are excluded

xii. Benign Brain Tumour [resulting in permanent neurological symptoms]

Removal of a non-cancerous growth of tissue in the brain under general anaesthesia leading to a permanent neurological deficit. Diagnosis has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER and evidenced by typical findings in CT Scan or MRI of the brain.

Permanent neurological deficit means the condition has to be medically documented for at least 90 days.

The following conditions are excluded:

- All cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine.

xiii. Primary Parkinson's Disease

Unequivocal diagnosis of idiopathic or primary Parkinson's Disease (all other forms of Parkinsonism are excluded) before AGE 65 that has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER (Neurologist).

The disease must result in a permanent inability to perform independently three or more Activities of Daily Living and must result in a permanent bedridden situation and inability to get up without outside assistance.

Activities of Daily Living:

- Bathing (ability to wash in the bath or shower),
- Dressing (ability to put on, take off, secure and unfasten garments),
- Personal hygiene (ability to use the lavatory and to maintain a reasonable level of hygiene),
- Mobility (ability to move indoors on a level surface),
- Continence (ability to manage bowel and bladder functions),
- Eating/drinking (ability to feed oneself (but not to prepare the food) or

These conditions have to be medically documented for at least 90 days.

The following are excluded:

- Drug induced or toxic causes of Parkinsonism

xiv. Alzheimer's Disease

The Unequivocal diagnosis of Alzheimer's Disease (pre-senile dementia) before AGE 65 that has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER and evidenced by typical findings in cognitive and neuroradiological tests (e.g. CT Scan, MRI, PET of the brain).

The disease must result in a permanent inability to perform independently three or more Activities of Daily Living:

- Bathing (ability to wash in the bath or shower),
- Dressing (ability to put on, take off, secure and unfasten garments),
- Personal hygiene (ability to use the lavatory and to maintain a reasonable level of hygiene),
- Mobility (ability to move indoors on a level surface),
- Continence (ability to manage bowel and bladder functions),
- Eating/drinking (ability to feed oneself (but not to prepare the food) or

- Must result in need of supervision and the permanent presence of care staff due to the disease.

These conditions have to be medically documented for at least 90 days.

The following are excluded:

- Alcohol related brain damage
- Any other type of irreversible organic disorder / dementia

xv. End Stage Liver Disease

A Severely advanced liver disease resulting in cirrhosis which has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER and evidenced by a Child-Pugh-Stage B or Child-Pugh-Stage C with regard to the following criteria:

- Permanent jaundice (bilirubin > 2micromol/l)
- Moderate ascites
- Albumin < 3.5 g/dl
- Prothrombin time < 70% of the normal for the AGE & gender
- Hepatic encephalopathy

Excluded are:

- Child-Pugh-Stage A
- Liver disease secondary to alcohol or drug misuse

Specific Exclusions applicable to Section XI

We will not make any payment for any claim in respect of the Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

1. A waiting period of 90 days will apply to all claims unless the Insured Person has been insured under this policy continuously and without any break in the previous Policy Year.
2. War or any act of war, invasion, act of foreign enemy, war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/materials, chemical and biological weapons, radiation of any kind.
3. Insured Person committing or attempting any breach of the law with criminal intent or Arising out of or as a result of any act of self-destruction or self inflicted injury, attempted suicide or suicide.
4. The abuse or the consequences of the abuse of intoxicants or hallucinogenic substances such as drugs and alcohol, including smoking cessation programs and the treatment of nicotine addiction or any other substance abuse treatment or services, or supplies.
5. Venereal disease, sexually transmitted disease or illness; Lymphomas in brain, Kaposi's sarcoma, tuberculosis.
6. Any treatment arising from pregnancy (including voluntary

termination), miscarriage, maternity or birth (including caesarean section), congenital external diseases, defects or anomalies.

7. Any exclusion mentioned in the Schedule or the breach of any specific condition mentioned in the Schedule.

ANNEXURE A

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY (MATERIAL DAMAGE)

In consideration of the Insured named in the Schedule hereto having paid to HDFC ERGO General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, the Company agrees, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if, after payment of the premium, the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder, during the period of insurance named in the said schedule or of any subsequent period, in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

I. Fire

Excluding destruction 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.

II. Lightning

III. Explosion/Implosion

Excluding loss, destruction of or damage

- a. 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.

IV. Aircraft Damage

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

V. Riot, Strike and Malicious Damage

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

- a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

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 endorsement, 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 expense is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

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

VI. 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 excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.)

VII. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road

vehicle or animal by direct contact not belonging to or owned by

- a. the Insured or any occupier of the premises or
- b. their employees while acting in the course of their employment.

VIII. Subsidence and Landslide including Rock slide

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

- 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 groundwork or excavations.

IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

X. Missile Testing operations

XI. 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
- c. Defects in construction known to the Insured.

XII. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted there for by memorandum hereon or attached hereto signed by or on behalf of the Company.

GENERAL EXCLUSIONS

1. This Policy does not cover (not applicable to policies covering dwellings)
 - a. The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the Policy.
 - b. The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy.

The Excess shall apply per event per Insured.

2. 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, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property insured by
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component there of
4. 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.
5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
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.
8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Earthquake, Volcanic eruption or other convulsions of nature.

13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

GENERAL CONDITIONS

1. This Policy shall be voidable in the event of misrepresentation, misdescription 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 or of the whole or any part of any range of buildings or of any structure 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 or 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 trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
- c. If the interest in the property passes from the Insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
5. 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 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 the cancellation.

6. i. On the happening of any loss or damage, the Insured shall forthwith give notice thereof 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 times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

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 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.

7. On the happening of loss or damage to any of the property insured by this Policy, the Company may

- a. enter and take and keep possession of the building or premises where the loss or damage has happened.
- b. take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- c. keep possession of any such property and examine, sort, arrange, remove or otherwise 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 any time 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 the 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.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so 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 require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If, 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.

10. 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 other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
11. 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.

12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or 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.
13. 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 within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. 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 the 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 notwithstanding 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.

Contact Us

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

GRIEVANCE REDRESSAL PROCEDURE

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

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

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

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

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contacts us at	https://www.hdfcergo.com/customer-care/grievances Call - : 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/customer-care/grievances/escalation level 1 Call - : 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/customer-care/grievances/escalation level 2 Call - : 022 6234 6234 / 0120 6234 6234
Contact Point for Senior Citizen	https://www.hdfcergo.com/customer-care/grievances Call - : 022 – 6242 – 6226 Email - seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customer-care/grievances Call - : 022 – 6242 – 6226 Email - seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customer-care/grievances Call - : 022 – 6242 – 6226 Email - seniorcitizen@hdfcergo.com
Write to us at	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri , Mumbai – 400059	The Compliance Officer, Registered & Corporate Office: HDFC House, 1st Floor, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400020

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

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
<p>AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu</p>
<p>BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka</p>
<p>BHOPAL Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh, Chattisgarh</p>
<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa</p>
<p>CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>State of Punjab, Haryana (excluding 4 districts vizGurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &Kashmir, Ladakh and Chandigarh.</p>
<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).</p>
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi, 4 districts of Haryana vizGurugram, Faridabad, Sonapat and Bahadurgarh)</p>

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
GUWAHATI Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
JAIPUR Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
KOCHI Office of the Insurance Ombudsman, Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh :Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS

Office Details	Jurisdiction of Office (Union Territory, District)
<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Areas of Navi Mumbai & Thane</p>
<p>NOIDA Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farukkabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashgarj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand</p>
<p>PUNE Office of the Insurance Ombudsman, JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>