

**HOME SURAKSHA PLUS POLICY WORDING**

**PREAMBLE**

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

1. any proposal or other information supplied by or on behalf of the Insured Person:
  - a) disclosing all facts and circumstances known to the Insured Person that are material to the assessment of the risks insured hereby, and
  - b) forming the basis of this insurance, and
2. the Insured having paid and the Company having received the premium on or before the due date thereof

to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

**GENERAL CONDITIONS APPLICABLE**

**STANDARD TERMS AND CONDITIONS APPLICABLE**

**1. Age Limit**

To be eligible to be covered under the Policy or get any benefits under the Policy, the Insured should have attained the age of at least 20 years and shall not have completed the age of 50 years on the date of commencement or renewal of the Policy Period as applicable to such Insured.

**2. 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 NON-DISCLOSURE 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 DEFRAUD 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 OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.**

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**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. Governing Law**

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

**9. 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.

#### **10. 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.

#### **11. Electronic Transactions**

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time

#### **12. 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.

#### **13. 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.

#### **14. 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.

**15. 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.

**16. Renewal notice**

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

**17.** Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and / or in the policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the policy document within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.

**18.** Notwithstanding the provisions of clause 15, any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded

by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the Insured as a direct consequence of the insured peril or Rs. 20 lakhs (Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured. The grievance redressal procedure is attached as an annexure to this policy wording.

#### 19. Due Observance

The due observance and fulfillment 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.

#### 20. 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.

#### 21. 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.**

#### 22. 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.

### **23. Duties and Obligations after Occurrence of an Insured Event**

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

- a) 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
- b) In respect of Sections 2, 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
- c) 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
- d) 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

### **24. Contribution**

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favor of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage however this does not apply to Sections 3, 4 and 5.

### **25. 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 however this does not apply to Sections 3, 4 and 5.

- 26.** 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.
- 27.** 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 containing the Insured Premises, or the whole or any part of a group of buildings 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 or group of buildings 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 and confirmed in writing by the Company.
- 28.** On the happening of loss or damage to any property insured under this Policy, the Company may
- a) Enter and take possession of the building or premises where the loss or damage has happened to such building or premises covered under the Policy.
  - b) Take the possession of or require to be delivered to it any such property being the subject matter of loss or damage, 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 being the subject matter of the loss or damage and examine, sort, arrange, remove, and otherwise deal with the same.
  - d) Sell any such property being the subject matter of the loss or damage or dispose off the same.

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 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 insured under this Policy after making a claim for the loss or damage thereof, whether taken possession of by the Company or not.

- 29.** If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or joins 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. If the Company so elects to reinstate or replace any lost or damaged property being the subject matter of a claim under this Policy, the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may with a view to reinstatement or replacement, require.

If in any case the Company shall be unable to reinstate or repair the property here by 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.

- 30. Reinstatement Value Clause:** The insurance in respect of building and contents will be subject to the Following provision:

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

Special Provisions:

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the date of loss, destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this Reinstatement Value Clause had not been incorporated therein shall be made.

Until expenditure has been incurred by the Insured in replacing or reinstating the property lost, destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this Reinstatement Value Clause had not been incorporated therein.

This Reinstatement Value Clause shall be without force or effect if :

the Insured fails to intimate to the Company within six (6) months after the date of loss, destruction or damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property lost destroyed or damaged; or the Insured is unable or unwilling to replace or reinstate the property lost, destroyed or damaged on the same or another site.



**31. Cancellation / Refund Of Premium**

This Policy may be cancelled by or on behalf of the Company **IN THE EVENT OF MIS- REPRESENTATION, FRAUD , NON-DISCLOSURE OF ANY MATERIAL FACTS , NON COOPERATION OR MIS-DESCRIPTION BY THE INSURED** ,by giving the Insured at least 15 days written notice and in such event the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.

This Policy may be cancelled by the Insured at any time by giving at least 15 days written notice to the Company. The Company will refund premium on a short period scale as per Table below by reference to the time that cover is provided for Annual Premium Policies. No refund of premium shall be due on cancellation if the Insured has made any claim under this Policy.

The Company shall refund the premium as per the Company’s short period scales in case of receipt of notice of cancellation from the Insured, provided there is no claim under the policy for an Annual Premium Policy Only.

<b>Table of Short Period Scales – Applicable to Section 1 &amp; 2– Annual Policies Only</b>	
Period of Risk	Premium to be retained (% of the Annual Rate).
Not exceeding 15 days	10%
Not exceeding 1 Month	15%
Not exceeding 2 Months	30%
Not exceeding 3 Months	40%
Not exceeding 4 Months	50%
Not exceeding 5 Months	60%
Not exceeding 6 Months	70%
Not exceeding 7 Months	75%
Not exceeding 8 Months	80%
Not exceeding 9 Months	85%
Exceeding 9 Months	Full Annual Premium.

**Refund on Cancellations of Long-term Policy at the request of the insured may be allowed subject to the following conditions:**

1. Refund shall not be allowed if there has been a claim under the policy.
2. If the Policy is cancelled within 3 years of inception, the premium to be retained shall be worked out as per normal rates applicable – that is without allowing any discount.
3. If the Policy is cancelled after 3 years of inception, the discount slab shall be reworked for the number of years that policy was actual in force. For this purpose fraction of a year shall be rounded to the next higher year. For example of the policy has run for 3 years and 3 months, premium shall be retained for 4 years.

**Refund Table – For Sum Insured Based on Fixed Sum Insured – Applicable to Sections**

## HDFC ERGO General Insurance Company Limited



3-5

Loan Period	1	2	3	4	5+
<b>Policy Period</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Return Premium Factors					
Year Of Cancellations	% Return Premium				
1		50%	67%	75%	80%
2			33%	50%	60%
3				25%	40%
4					20%

### Refund Table – For Sum Insured Based on Reducing Balance – Applicable to Sections 3-5

		% Return Premium													
Policy Period	2	3	4	5	5	5	5	5	5	5	5	5	5	5	5
Loan Period	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Year 1	25%	45%	57%	65%	70%	73%	74%	75%	76%	77%	77%	78%	78%	78%	
Year 2		11%	26%	37%	45%	49%	51%	53%	54%	55%	56%	56%	57%	57%	
Year 3			6%	17%	24%	28%	31%	33%	34%	35%	36%	36%	37%	37%	
year 4				4%	9%	12%	14%	15%	16%	16%	17%	17%	18%	18%	
		% Return Premium													
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
78%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	80%	80%	80%	
57%	58%	58%	58%	58%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%	
37%	38%	38%	38%	38%	39%	39%	39%	39%	39%	39%	39%	39%	39%	39%	
18%	18%	19%	19%	19%	19%	19%	19%	19%	19%	19%	19%	19%	20%	20%	

In event of part prepayment of the Loan, no refunds of premium shall be made under this Policy. No refunds of premium will be made under the Policy during the last year of the Policy Period.

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of the Insured shall forthwith terminate and the Company shall not be liable hereunder.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

### 32. Payments

The Company shall be duly discharged of its obligations under this Policy and the Insured shall hold the Company harmless, upon making the payment of the claim to the Insured or his nominee/ legal heirs as the case may be.

### 33. Notices

## HDFC ERGO General Insurance Company Limited



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

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

In case of the Company at:

**HDFC ERGO General Insurance Company Limited**  
**6<sup>th</sup> Floor, Leela Business Park,**  
**Andheri Kurla Road**  
**Andheri (East), Mumbai – 400 059, India**  
**Tel.: 91 22 66383600. Fax: 91 22 66383699**

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

### 34. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

### 35. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address above, during normal business hours.

### 36. Other Conditions

At any time during the Policy Period the Company shall be entitled to inspect any or all records of the Insured that may be relevant to this Policy. The Company shall also have the right of interaction with any and or all those agencies or agents of the Insured as may be relevant for examination/verification of the data/documents in connection with the process and disposal of any claims under this Policy. The Insured shall provide reasonable support to the Company in this regard.

If so required by the Company, the Insured will have to submit to a medical examination by the Company's nominated Doctor or undergo diagnostic or other medical tests as often as the Company considers necessary, in its sole discretion.

### 37. Loadings

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

We will inform You about the applicable risk loading through a counter offer letter. You need to revert to Us with consent and additional premium (if any), within 15 days of the

issuance of such counter offer letter. In case, you neither accept the counter offer nor revert to Us within 15 days, We shall cancel Your application and refund the premium paid within next 7 days.

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

### **38. Free Look Period**

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

***In case of any claim being admissible and payable upto the full sum insured ,the policy will cease to exist. Incase where only partial sum insured is paid under any of the sections then the policy will still exist on the balance sum insured***

### **GENERAL DEFINITIONS APPLICABLE**

For the purposes of this Policy, the following words shall have the meanings as set forth below:

1. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means
2. **Bank** means a banking company which transacts the business of banking in India or abroad
3. **Beneficiary:** In case of death of the Insured Person, the Beneficiary means, unless stipulated otherwise by the Insured Person, the surviving Spouse or immediate blood relative of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted followed by the Insured Person's legal heirs. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
4. **Building** means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.
5. **Burglary** means any theft following upon actual forcible and violent visible entry or / and unauthorized entry to or exit from the Insured Premises with the intent to steal Contents there from.
6. **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, and the consequences of Martial law.
7. **Company** means HDFC ERGO General Insurance Company Limited.

8. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
9. **Confirmation** means Confirmation of Availability of Insurance issued by the Company to the insured confirming that the Insured is entitled to insurance coverage under this Policy.
10. **Contents** means the household goods and other personal possessions owned by the Insured or his/her Family or for which they are responsible located inside the Insured Premises such as electronic equipment, household appliances, and goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations. Personal effects such as clothes and other articles of personal nature to be worn used or carried but excluding money but may include jewelry and valuables.
11. **Deductible or Excess** is a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.
12. **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 twenty one (21) years, or up to and including the age of twenty - three (23) 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.
13. **Dwelling** means insured's private residence as stated in the schedule, which is used, is occupied mainly for domestic purposes by the insured and/or insured family and/or insured's domestic staff whether owned by the insured or insured's family otherwise.
14. **Doctor** means a person who holds a degree of a recognized medical institute and is registered by Medical Council of India or of the respective States of India, if so required and acting within the scope of the license of registration granted to him/her. The definition would include Physician, Specialist, Anesthetist and Surgeon and specifically excludes doctors / practitioners in non-allopathic fields.
15. **EMI or EMI Amount**<sup>1</sup> means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
16. **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

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<sup>1</sup> **EMI refers to the EMI or Pre EMI on the loan or the Sum Insured, whichever is lower, on the date of the Insured Event.**

17. **Fees** mean only “tuition fees” payable only on **reimbursement basis (on production of original fee receipt)**, upto the amount stated in the Policy schedule, **the limit being for 24 months** to the surviving Dependent Child of the Insured Person who must be in full time education at an accredited educational institution, **and only upto 2 children are eligible. This would be a one time payment.**
18. **Foreign War** means armed opposition, whether declared or not between two countries
19. **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
20. **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.
21. **Insured** means the Individual(s) whose name(s) are specifically appearing as such in Section 1 of the Schedule to this Policy. For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured may present a claim on behalf of the Insured to the Company.
22. **Insured Event** means any event specifically mentioned as covered under this Policy.
23. **Insured Premises** means the premises specified in the Schedule where the Insured resides so long as the use of the same is restricted to solely domestic purposes.
24. **Jewelry** means articles of precious stones, gold, silver or other precious metals specified as such in the Schedule.
25. **Kutcha Construction** means buildings having walls and / or roofs of wooden planks thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvass, tarpaulin, or the like.
26. **Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in section 1 of this policy
27. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured. For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.
28. **Policy Period** means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.
29. **Period of Insurance** means the period commencing from the policy start date of the first Major Medical Illness & Procedures policy with the Company, under which the Insured is covered, subject to the Insured continuously renewing such Major Medical Illness & Procedures policy with the Company without any break and terminating at midnight on the Policy end date as specified in the Schedule to this Policy. No benefit shall accrue to the Insured on account of the Period of Insurance unless the dates are evidenced in writing against the caption of “Period of Insurance” of this Policy. For the

purpose of avoidance of doubt it is clarified that if no dates are evidenced in writing against the caption "Period of Insurance" as mentioned above, then the Period of Insurance shall mean the Policy Period.

30. **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:
  - a) continues for a period of twelve (12) consecutive months, and
  - b) is confirmed as total, continuous and permanent by a **Physician** after the twelve (12) consecutive months, and
  - c) entirely prevents an **Insured Person** from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
31. **Physical Separation** means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.
32. **Physician** means a person currently legally licensed and registered to practice medicine in the jurisdiction of loss, other than
  - a) An **Insured Person** under this Policy;
  - b) An **Immediate Family** of the Insured Person. For purposes of this definition only, the term Immediate Family Member shall not be limited to natural persons resident in the same country as the Insured Person.
33. **Policy** means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy
34. **Policyholder** means the entity or person named as such in the Schedule
35. **Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.
36. **Principal Outstanding** means the principal amount of the Loan outstanding as on the date of occurrence of Insured Event less the portion of principal component included in the EMIs payable but not paid from the date of the loan agreement till the date of the Insured Event/s. For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the Bank prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
37. **Professional Sports** means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.
38. **Pre-Existing means** Any Condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment, within 48 months prior to your first policy with us.

Exclusion: Benefits will not be available for any condition(s) as defined in the policy, until 48 months of continuous coverage have elapsed, since inception of the first policy with us.

39. **Reinstatement Value** means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.
40. **Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.
41. **Specific Definitions for all Table B of Benefits**
- 1) **Limb** means the hand above the wrist joint or foot above the ankle joint.
  - 2) **Loss of Hearing** means the total and irrecoverable **Loss of Hearing**.
  - 3) **Loss of Mastication** means the total and irrecoverable loss of ability to chew food.
  - 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**
42. **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside
43. **Sum Insured** means and denotes the amount of cover available to the Insured in the subject to the terms and conditions of this Policy and as stated in the Table of Benefits of Part of section 1 of the Schedule which is the maximum liability of the Company under this Policy.
44. **Scheduled Airline** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier and is flown by authorized licensed pilot.
45. **Terrorism** means activities against persons, organizations or property of any nature:
- 1) that involve the following or preparation for the following:
    - a) use or threat of force or violence; or
    - b) commission or threat of a dangerous act; or
    - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  - 2) when one or both of the following applies:
    - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
46. **Valuables** means: Jewelry Watches, clocks, photographic equipment, binoculars, telescopes, musical instruments, mobile telephone handsets, digital diaries, electronic calculators, palmtops.



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

#### **Overriding effect of Definitions of the Schedule**

The terms and conditions contained herein and in **Definitions** of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in **Definitions** of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in **Definitions** of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

#### **GENERAL EXCLUSIONS APPLICABLE**

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

- a) **Acts of Terrorism.** Loss or 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 such action taken in respect of any act of terrorism shall be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of Terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- b) War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- c) Directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any

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- nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission
- d) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
  - e) Arising or resulting from the Insured committing any breach of the law with criminal intent.
  - f) The Policy does not cover loss or damage to:
    - i. Cash, money in any form such as drafts, cheques, credit/debit/charge cards, ATM cards, promissory notes, bonds, certificates, negotiable instruments and the like.
    - ii. Drawings, plans, manuscripts, moulds, designs.
    - iii. Contact lenses and dentures.
    - iv. Items of historic, antique or artistic value including fine art, statues, rare books, rare items, object d'art, rugs, rare glass and/or porcelain.
    - v. Items those are consumable or perishable in nature.
    - vi. Livestock, domestic pets, domestic animals. Loss or damage caused to or by domestic pets, birds, vermin, insects, rodents or domestic animals shall be excluded.
    - vii. Motor vehicles, pedal cycles.
    - viii. Excess of 20% of the total burglary Sum Insured.
    - ix. The Policy does not cover any damages occurring to Insured premises located 500 feet before sea / ocean.
  - g) The Policy does not cover any loss or damage to Contents while they are located inside the Insured Premises whilst the Insured Premises has remained unoccupied by the Insured / any family member or their representative / authorized person for 30 or more consecutive days unless the Insured notifies the Company in writing and the Company agrees in writing to cover any loss or damage to Contents on certain terms and conditions entirely at the discretion of the Company.
  - h) The Policy does not cover loss or damage caused by discharge, seepage, dispersal, migration or release or escape of pollutants or the cost of extracting such pollutants. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant or smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.
  - i) The Policy does not cover loss or damage caused by water or water borne material in the ground, or by its pressure, leakage or seepage.
  - j) The Policy does not cover any loss or damage to business property.
  - k) The Policy does not cover any loss or damage due to gradually operating cause, aging, wear and tear or deterioration, rusting, corrosion, moths, insects, mildew and the like, rust, bacteria, dry or wet rot, or warping, air dampness, water vapour or temperature extremes.
  - l) The Policy does not cover any loss or damage due to scratches, dents, cracks, internal misalignment, ingress of moisture and the like unless caused by an accidental external means, inherent vice or latent defect.

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- m) The Policy does not cover any loss or damage resulting from intentional acts or gross negligence of the Insured and/or family members. Intentional act is one whose consequences could have been foreseen by a reasonable person.
- n) The Policy does not cover any loss or damage caused by failure of Insured or any family member to use all reasonable means to prevent or limit loss / damage before, at, or after the time of loss or damage.
- o) The Policy does not cover any loss or damage to property or contents of roomers, boarders, licensees or other tenants / sub-tenants residing in the Insured Premises.
- p) The Policy does not cover loss or damage on account of failure on the part of Insured and Family members to take reasonable and due care as may be expected of prudent persons.
- q) Any residential property used for Commercial Purposes.
- r) The Policy does not cover loss or damage caused by or attributable to:
  - i. Breakage or chipping of items of fragile or brittle nature unless it is directly attributable to insured perils.
  - ii. Normal shrinkage, spontaneous combustion.
  - iii. Faulty workmanship, defective design or material
  - iv. Process of cleaning, maintenance, repair or dismantling.
  - v. The Insured Premises undergoing structural alteration, renovation or repair.
  - vi. Atmospheric or climatic conditions.
  - vii. Temporary or permanent dispossession resulting from confiscation, requisition or destruction by order of the Government or any lawfully constituted authority.
  - viii. The Policy does not cover any consequential or indirect loss or damage, which is not the direct result of insured perils, nor does it cover apprehended loss or damage or contractual liability of any kind.
- s) Directly or indirectly caused by or contributed to by or arising out of usage, consumption or abuse of alcohol and/or drugs. "However, this exclusion will not apply if the insured's inebriated condition has not contributed to the cause of accident or the insured in inebriated condition had a mere presence at the site of accident without contributing to the cause of accident.
- t) Arising out of or as a result of any act of self-destruction or self inflicted injury, attempted suicide or suicide.
- u) Any sexually transmitted diseases. Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases caused by and/or related to the HIV.
- v) Any consequential or indirect loss or expenses arising out of or related to any Insured Event.
- w) Arising out of or resulting directly or indirectly due to or as a consequence of pregnancy or treatment traceable to pregnancy and childbirth, abortion and its consequences, tests and treatment relating to infertility and invitro fertilization.

- x) Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.
- y) Arising out of or resulting 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. The Policy 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.

## SECTION 1

### BUILDINGS AND CONTENTS

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

- a) **Fire**, excluding destruction or damage caused to the property insured by:
  - i) Its own fermentation, natural heating or spontaneous combustion.
  - ii) It's undergoing any heating or drying process.
  - iii) Burning of property insured by order of any Public Authority
- b) **Lightning**.
- c) **Explosion/implosion, excluding loss, destruction of or damage:**
  - i) To boilers (other than domestic boilers), economizers or to other vessels, machinery or apparatus in which steam is generated or their resulting from their own explosion/ implosion,
  - ii) Caused by centrifugal forces.
- d) **Aircraft Damage:** Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
- e) **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:
  - i) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
  - ii) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
  - iii) Burglary, housebreaking, theft 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.
  - iv) Permanent or temporary dispossession of the Insured from the building in which the Insured Premises is situated resulting from the unlawful occupation by any person of such building or prevention of access to the same.
- f) **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.

- g) Impact Damage:** Loss of or visible physical damage or destruction caused to the property insured due to the impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by:
  - i) the Insured or any occupier of the premises or
  - ii) Their employees while acting in the course of their employment.
  
- h) Subsidence and Landslide including Road slide:** Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide / Road slide excluding:
  - i) the normal cracking, settlement or bedding down of new structures
  - ii) the settlement or movement of made up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or use of defective materials
  - v) Demolition, construction, structural alterations or repair of any property or ground works or excavations.
  
- i) Bursting and/or overflowing of water tanks, apparatus and pipes.**
  
- j) Missile testing operation**
  
- k) Leakage from automatic sprinkler installations, excluding loss, destruction or damage caused by:**
  - i) Repairs or alterations to the buildings or premises.
  - i) repairs, removal or extension of the sprinkler installation
  - ii) Defects in construction known to the Insured.
  
- l) Bush fire, excluding loss, destruction or damage caused by forest fire.**

**A. GENERAL CONDITIONS AND EXCLUSIONS APPLICABLE TO SECTION 1**

**General Conditions:**

1. THIS POLICY shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.
  
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof 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: -

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- 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.

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7. On the happening of loss or damage to any of the property insured by this policy, the Company may
- enter and take and keep possession of the building or premises where the loss or damage has happened.
  - take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the 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

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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,
14. 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.

15. Every notice and other communication to the Company required by these conditions must be written or printed.
16. 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.



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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.

### **General Exclusions:**

#### **This Section does not cover -**

1. 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.
2. 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 thereof
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a) pollution or contamination which itself results from a peril hereby insured against.
  - b) any peril hereby insured against which itself results from pollution or contamination
4. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10,000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.
5. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
6. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
7. 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.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
9. 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.
10. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

## HDFC ERGO General Insurance Company Limited



11. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Earthquake, Volcanic eruption or other convulsions of nature.
12. 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.

### **SUM INSURED**

The basis of valuation shall be

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

#### **Basis of Indemnity**

- a) The indemnity shall be on the basis of reinstatement value or market value as applicable and as stated above.
- b) In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- c) If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any of the insured perils be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly.

Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, (C) above of Basis of Indemnity under this Section 1 shall not apply, notwithstanding anything to the contrary contained in the policy.

### **B. BASIS OF LOSS SETTLEMENT APPLICABLE TO SECTION 1**

1. Where the Insured Premises and/or Contents can reasonably be prepared or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the Fire or any other peril covered under this Section.
2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Fire or any other peril covered under this Section

### **Add On Cover:**

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**Earthquake, Volcanic Eruption and other convulsions of nature:** Loss, destruction or damage (including loss, destruction or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and / or landslide / rockslide resulting there from.

**SECTION 2**  
**BURGLARY AND THEFT**

a) The Company will indemnify the Insured in respect of loss of or damage to Contents from the Insured Premises. The Company's liability is restricted to the extent of 40% of the Sum Insured, caused by actual or attempted Burglary and / or Theft, provided that such Contents are insured against Section 1 of the Policy.

(b) The Company will further indemnify the Insured in respect of loss of or damage to the Building up to 5% of the Sum Insured in respect of Contents caused during actual or attempted Burglary and or Theft, provided that such Building is insured against Section I of the Policy.

(c) The Company shall not be liable for and no indemnity is available hereunder in respect of loss of or Damage to Valuables, unless specifically stated to the contrary in the attachment to the Schedule.

**Special Conditions:**

Jewellery is covered subject to it being kept in locked safe within the household premises and also upto maximum of 20% of the Total Sum Insured under Section 2.

**A. Specific Exclusions**

The Company shall not be liable for and no indemnity is available for

1. Any loss or damage caused by burglary and/or housebreaking and/or theft where the Insured or any member of the Insured's family is concerned or involved in such burglary and/or housebreaking and/or theft as principal or accessory.
2. In respect of loss of or damage to jewelry under this Section unless kept inside locked safe within the Insured Premises.
3. Loss of money and/or other property abstracted from safe 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 thereof.

**SUM INSURED**

**Sum insured must represent market value of the property insured which means current replacement value of the item as new at the time of loss or damage less due allowance for betterment, wear & tear and obsolescence**

**B. Basis of Loss Settlement**

1. Where the Insured Premises and/or Contents can reasonably be prepared or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted Burglary.
2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Burglary

### **SECTION 3 MAJOR MEDICAL ILLNESS & PROCEDURES**

Insured event: For the purposes of this Section and the determination of the Company's liability under it, the **Insured Event** in relation to the Insured, shall mean any illness, medical event or surgical procedure as specifically defined below whose signs or symptoms first commence more than 90 days after the commencement of Period of Insurance and shall only include:

**a) First Diagnosis of the below-mentioned illnesses more specifically described below:**

1. Cancer;
2. End Stage Renal Failure;
3. Multiple Sclerosis; or
4. Benign Brain Tumor
5. Parkinson's Disease before the age of 50 years
6. Alzheimer's Disease before the age of 50 years
7. End Stage Liver Disease

**b) Undergoing for the first time of the following surgical procedures, more specifically described below:**

1. Major Organ Transplant;
2. Heart Valve Replacement;
3. Coronary Artery Bypass Graft;
4. Surgery of Aorta;

**c) Occurrence for the first time of the following medical events more specifically described below:**

1. Stroke;
2. Paralysis;
3. Myocardial Infarction;
4. Major Burns;
5. Loss of Speech;
6. Deafness
7. Coma

The Insured Event under this Section 3 and the conditions applicable to the same are more particularly defined below:

**Cancer of specified severity:**

A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological

evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded:

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

**First Heart Attack -of Specified Severity:**

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

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

The following are excluded:

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

**Open Chest CABG:**

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

The following are excluded:

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

**Stroke resulting in Permanent symptoms:**

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intra-cranial vessel, haemorrhage and embolisation from an extracranial source. The Diagnosis has to be confirmed by a specialist Medical 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.

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The following are excluded

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

### **Permanent Paralysis of Limbs:**

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

### **Kidney Failure Requiring Regular Dialysis:**

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

### **Major Organ/Bone Marrow Transplant:**

The actual undergoing of transplant of:

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

The following are excluded:

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

### **Multiple Sclerosis with persistent symptoms:**

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

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

### **Open Heart Replacement or Repair of Heart Valves:**

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

### **Benign Brain Tumor**

A benign intracranial tumor where the following conditions are met:

- i. The tumor is life threatening

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- ii. It has caused damage to the brain and
- iii. It has undergone surgical removal or, if inoperable has caused permanent neurological deficit certified by a neuro-surgeon

The following are excluded: Cysts, Granulomas, Vascular Malformations, Haematomas, Tumors of the pituitary gland or spine or tumors of acoustic nerve

### **Parkinson's disease before the age of 50 years**

The occurrence of Parkinson's Disease where there is an associated Neurological Deficit that results in Permanent Inability to perform independently atleast three of the activities of daily living as defined below

- i. Transfer: Getting in and out of bed without requiring external physical assistance
- ii. Mobility: The ability to move from one room to another without requiring any external physical assistance
- iii. Dressing: Putting on and taking of all necessary items of clothing without requiring any external physical assistance
- iv. Bathing/Washing: The ability to wash in the bath or shower (including getting in and out of the bath or shower) or wash by other means
- v. Eating: All tasks of getting food into the body once it has been prepared

Parkinson's disease secondary to drug and/or alcohol abuse is excluded

### **End Stage Liver Disease**

End stage liver disease resulting in cirrhosis and evidenced by all of the following criteria: a) permanent jaundice, b) ascites, c) encephalopathy, d) portal hypertension.

Liver disease secondary to alcohol or drug misuse is excluded.

### **Surgery of Aorta**

The actual undergoing of medically necessary surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Traumatic injury of the aorta is excluded

### **Alzheimer's disease before the age of 50 years**

Clinically established diagnosis of Alzheimer's Disease (presenile dementia) resulting in a permanent inability to perform independently three or more activities of daily living – bathing, dressing/undressing, getting to and using the toilet, transferring from bed to chair or chair to bed, continence, eating/drinking and taking medication – or resulting in need of supervision and permanent presence of care staff due to the disease. These conditions have to be medically documented for at least 3 months

### **Major Burns**

Third Degree burns covering atleast 50% of body surface area

### **Loss of Speech**

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Total and irreversible loss of the ability to speak due to physical damage to the vocal chords due to Illness or Injury. The condition has to be medically documented for atleast 6 months.

### **Deafness**

Total and irreversible loss of hearing in both ears as a result of Illness or Injury. The diagnosis has to be confirmed by an ear, nose and throat specialist (ENT specialist) and proven by means of audiometry.

### **Coma of Specified Severity**

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- i. no response to external stimuli continuously for at least 96 hours;
- ii. life support measures are necessary to sustain life; and
- iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

### **A. BENEFIT PAYABLE UNDER SECTION 3**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in this Policy, to pay the Sum Insured in relation to the Insured as stated against Section 3 under the Schedule on the occurrence of an Insured Event as stated above, under this Section.

### **B. SPECIFIC CONDITIONS APPLICABLE TO SECTION 3**

The cover under this Policy, for the specific Insured, shall terminate in the event of claim in respect of such insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy.

### **C. EXCLUSIONS APPLICABLE TO SECTION 3**

The Company shall not be liable to make any payment directly or indirectly arising out of the following events:

1. Any Pre-Existing Illness– Any Insured Event arising on account of or in connection with any Pre-Existing Illness
2. If the Insured does not submit a medical certificate from the Doctor evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical / surgical procedure.
3. The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within the first 90 days of the commencement of the Period of Insurance.
4. Any congenital Illness or condition including internal and external congenital Illnesses.



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5. Any medical procedure or treatment, which is not medically necessary or not performed by a Doctor.
6. Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy in as a Part of the Schedule under Special Conditions.
7. Treatment relating to birth defects.
8. Birth control procedures and hormone replacement therapy.
9. Any treatment/surgery for change of sex or any cosmetic surgery or treatment/surgery /complications/illness arising as a consequence thereof.
10. Treatment by a family member and self-medication or any treatment that is not scientifically recognized.

### D. CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION 3

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated to the Company within thirty (30) days date of first diagnosis of the Illness, date of surgical procedure or date of occurrence of the medial event as the case may be and the Insured shall arrange for submission of the following documents to the Company:

1. Certificate from the attending Doctor of the Insured confirming, inter alia,
  - a. Name of the Insured;
  - b. Name, date of occurrence and medical details of the Insured Event
  - c. Confirmation that the Insured Event does not relate to any Pre-Existing Illness or any Illness or Injury which existed within the first 3 months of commencement of Period of Insurance.
2. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
3. Duly completed claim forms;
4. Original Discharge Certificate/ Card from the hospital/ Doctor;
5. Original investigation test reports, indoor case papers.;  
Any other documents as may be required by the Company.
6. Any sexually transmitted diseases. Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases caused by and/ or related to the HIV.

### **SECTION 4 PERSONAL ACCIDENT**

Insured event: For the purposes of this Section and the determination of the Company's liability under it, **Insured Event** in relation to the Insured, shall mean Injury sustained during the Policy Period which shall within twelve months of its occurrence be the sole and direct cause of **a) death or b) Permanent Total Disablement** (more specifically defined herein below). For the purposes of this Section, Permanent Total Disablement shall mean as per the table B below:

**TABLE OF BENEFITS – TABLE (B)**

<b><i>Permanent Total Disablement</i></b>	<b>Compensation Expressed as a Percentage of Sum Insured</b>
1) Permanent Total Loss of two <b><i>Limbs</i></b>	100%
2) Permanent Total <b><i>Loss of Sight</i></b> in both eyes	100%

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3) Permanent Total <b>Loss of Sight</b> of one eye and one <b>Limb</b>	100%
4) Permanent Total <b>Loss of Speech</b>	100%
5) Complete removal of the lower jaw	100%
6) Permanent Total <b>Loss of Mastication</b>	100%
7) Permanent Total <b>Loss of Hearing</b> in both ears	75%
8) Permanent Total Loss of one <b>Limb</b>	50%
9) Permanent Total <b>Loss of Sight</b> of one eye	50%

### **Specific Definitions for Table (B)**

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

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

### SPECIFIC CONDITIONS APPLICABLE TO (C) of SECTION 4

1. To receive benefits under this Section, the Dependent Child must be in full time education at an accredited educational institution.
2. Dependent Child Education Benefit is Payable from Rs 25,000 per child upto maximum of Rs 500,000 for two children on reimbursement basis ie. On production of original tuition fee receipt from the accredited Institution. The Company's liability is limited upto the maximum sum insured under the section. This will help in supporting education for upto a period of upto 24 months depending on the Primary Sum Insured of the Policy under Section 3 of the Policy. Maximum upto two children may be covered

### SPECIFIC EXTENSIONS APPLICABLE TO (C) of SECTION 4

1. Disappearance: In the event of the disappearance of an Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been traveling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of a benefit under this Section, it is discovered that an Insured Person is still alive; all payments shall be reimbursed in full to the Company.
2. Exposure: Death as a direct result of exposure to the elements of nature shall be deemed to be Bodily Injury.
3. The benefits would be payable as per the table A & B appended below as a one time payment upon death only.
4. Benefits payable under this Section shall be limited to no more than two (2) Dependent Children.

### TABLE – PLAN OPTIONS

#### Dependent Child Education Benefit - Plan Options

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No. of Children	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
	( Maximum Sum Insured Per Child ) (Rs.)					
One	25,000	50,000	100,000	150,000	200,000	250,000
Two	50,000	100,000	200,000	300,000	400,000	500,000

**TABLE B – OPTIONS PAYABLE BASIS SUM INSURED AMOUNT**

LOAN AMOUNT		OPTION
FROM	TO	
1	500,000	NIL
500,001	1,000,000	1
1,000,001	2,000,000	2
2,000,001	3,000,000	3
3,000,001	4,000,000	4
4,000,001	5,000,000	5
5,000,001	30,000,000	6

### A. BENEFIT PAYABLE UNDER SECTION 4

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay the Sum Insured as stated against Section 4 on occurrence of the Insured Event as stated above under this Section

### B. SPECIAL CONDITIONS APPLICABLE TO SECTION 4

The cover under this Policy, for the specific Insured, shall terminate in the event of either accidental death claim or permanent total disablement wherein the total sum insured is payable, in respect of that insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy.

If applicable and if payment has been made under the permanent disablement section, any amount(s) paid under that section would be deducted from payment of a claim under accidental death section of the policy.

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.

### C. EXCLUSIONS APPLICABLE TO SECTION 4

The Company shall not be liable under this Section for:

1. If the Insured is under influence of any Intoxicating drugs or alcohol before the incident. "However, this exclusion will not apply if the insured's inebriated condition

has not contributed to the cause of accident or the insured in inebriated condition had a mere presence at the site of accident without contributing to the cause of accident.

2. Suicide or Intentional Injury leading to death or Permanent Total Disability is not covered.
3. Payment under more than one of the categories specified (Death or Permanent Total Disablement) in the Benefit Payable in respect of the Insured.
4. Payment of compensation in respect of Insured Event which occurs whilst the Insured is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world;
5. Payment of compensation in respect of death, injury or disablement of Insured (a) from engaging in or participation in adventure sports including but not limited to winter sports, skydiving /parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters, participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured untrained, unless specifically covered under the policy (b) directly or indirectly caused by venereal disease or insanity;
6. Payment of compensation in respect of death or Permanent Total Disablement arising from or resulting directly or indirectly from any Illness to any Insured
7. No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a Doctor or from which the Insured suffered or which was present before the commencement of the Policy Period.

#### **D. CLAIM SETTLEMENT APPLICABLE TO SECTION 4**

1. Upon the happening of any Injury giving rise or likely to give rise to a claim under this Policy, the Injury as described above shall be intimated to the Company within seven days from the date of its occurrence.
2. The Insured shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
3. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
4. Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured on the occasion of any alleged Injury when and so

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often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days.

The Company shall not be liable to pay any claims under this Section 4 unless the claim under the Policy is accompanied by the following documents:

1. Duly completed claim form;
2. Doctor's Report;
3. First Information Report and Final Police report, wherever necessary;
4. Death certificate, wherever applicable;
5. Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury;
6. Disability certificate from a government certified Doctor or government hospital confirming the extent and nature of disability;
7. Post mortem report, if applicable;
8. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amount, Principal Outstanding, etc.
9. Any other supporting documents as may be required by the Company.

### SECTION 5 LOSS OF JOB

Insured event: For the purposes of this Section and the determination of the Company's liability under it, **Insured Event** in relation to any Insured, shall mean termination from employment of the Insured during the Policy Period as per the employer's rules/regulations or executed/implemented by the employer in compliance of any laws for the time being in force or any directives by any Public Authority.

#### A. BENEFIT PAYABLE UNDER SECTION 5

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay, on occurrence of the Insured Event as stated above under this Section, in relation to the Insured the EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule I of this Policy) after the commencement of the Insured Event till the reinstatement of employment with the same employer or new employer or expiry of Policy Period, whichever is earlier, subject to a maximum of Sum Insured as stated under Schedule I against Section 5 for the Insured

#### B. SPECIFIC CONDITIONS APPLICABLE TO SECTION 5

1. A claim under this section shall become admissible provided the period of termination, dismissal, temporary suspension or retrenchment from employment of the Insured shall not be less 30 consecutive days ("Retrenchment Period").
2. The benefit under Section 5 is available only for salaried employees.

3. The cover as described under this Section, for specific Insured, shall terminate in the event one or more claim(s) in respect of that insured becoming admissible and accepted by the Company under this Section and the Company admitting liability to the extent of the Sum Insured as stated against Section 5 for the Insured under Schedule.

**C. EXCLUSIONS APPLICABLE TO SECTION 5**

1. The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured being attributed to any dishonesty or fraud or poor performance on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured by the employer.
2. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
  - a) Self employed persons;
  - b) Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
  - c) Any voluntary unemployment;
  - d) Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period.
3. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
4. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
5. Any unemployment due to resignation, retirement whether voluntary or otherwise
6. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.

**D. CLAIM SETTLEMENTS APPLICABLE TO SECTION 5**

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated by the Insured to the Company within thirty (30) days from the date of termination from employment of the Insured or his dismissal, temporary suspension or retrenchment from employment as the case may be and the Insured shall arrange for submission of the following documents to the Company:

1. Duly completed claim form;
2. Certificate if applicable from the Bank stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
3. Certificate from the employer of the insured confirming the termination, dismissal, temporary suspension or retrenchment from employment of the Insured furnishing the date of termination, dismissal, temporary suspension or retrenchment from employment of the Insured with the reasons for the same. In case of temporary suspension the period of suspension should also be mentioned in such certificate.
4. Any other document as may be required by the Company

The Terrorism Inclusion Wording is applicable to Sections 1 & 2 Only.

**ENDORSEMENT WORDINGS**

## HDFC ERGO General Insurance Company Limited



### A1. Terrorism Inclusion

It is understood and agreed that the Policy is amended as follows:

(A) The following Operative Clause is added:

#### **OPERATIVE CLAUSE**

It is hereby declared and agreed that in consideration of payment of additional premium as shown in the Policy Schedule, the Terrorism Damage Exclusion Warranty of the Riot, Strike, Malicious Damage provision forming part of the within mentioned policy stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

(B) Solely with respect to the insurance provided by this endorsement, the following exclusions are added:

1. This Policy does not cover loss, destruction or damage 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 Central Government or any other governmental authority with competent jurisdiction;
  - 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 action taken in respect of an act of terrorism.
2. This Policy does not cover loss, destruction or damage, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling , preventing , suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

The Limit of Liability for the insurance provided under this endorsement shall not exceed the Sum Insured under Section I of the policy or Rs. 200 crores (whichever is lower). This Limit of Liability is a sub-limit of liability. It is part of, and not in addition to, the Sums Insured set forth in the Schedule. It further reduces, and does not increase, the Sums Insured set forth in the Schedule.

The insurance provided under this endorsement is subject to an excess of Re. 0.5% of the total Sum Insured subject to a minimum of Rs.10,000.

**In witness whereof, the Insurer has caused this Policy to be executed by its authorized officers, but this Policy shall not be valid unless countersigned on the SCHEDULE by a duly authorized representative of the Insurer.**

#### **Grievance Redressal Procedure**

## HDFC ERGO General Insurance Company Limited



If You have a grievance that You wish Us to redress, You may contact Us with the details of Your grievance through:

- Our website : [www.hdfcergo.com](http://www.hdfcergo.com)
- Email : [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)
- Telephone : 022 – 66383600 / 1800-226-226 / 1800-2700-700
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the grievance cell at any of Our branches with the details of Your grievance during Our working hours from Monday to Friday.

If You are not satisfied with Our redressal of Your grievance through one of the above methods, You may contact Our Head of Customer Service at

The Grievance Cell, HDFC ERGO General Insurance Company Ltd  
6th Floor, Leela Business Park, Andheri Kurla Road, Andheri , Mumbai - 400059

If You are not satisfied with Our redressal of Your grievance through one of the above methods, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of Ombudsman offices are mentioned below.

Areas of Jurisdiction	Name of the Ombudsman	Contact Details
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	Shri P. Ramamoorthy	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b>AHMEDABAD-380 014.</b> Tel:- 079-27546840 Fax: 079-27546142 Email: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>
Madhya Pradesh & Chhattisgarh		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL (M.P.)-462 023.</b> Tel:- 0755-2569201 Fax: 0755-2769203 Email: <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>
Orissa	Shri B. P. Parija	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel:- 0674-2596455 Fax: 0674-2596429 Email: <a href="mailto:icobbsr@dataone.in">icobbsr@dataone.in</a>
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	Shri Manik Sonawane	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D,

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146. CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service Address: D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078. Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234 | [care@hdfcergo.com](mailto:care@hdfcergo.com) | [www.hdfcergo.com](http://www.hdfcergo.com). Trade Logo displayed above belongs to HDFC Ltd and ERGO International AG and used by the Company under license. UIN: Product Name – Home Suraksha Plus Policy - IRDA/NL-HLT/HDFC-ERGOGI/P-H/V.I/258/13-14



## HDFC ERGO General Insurance Company Limited



Take it easy!

		<p><b>CHANDIGARH-160 017.</b>                  Tel:- 0172-2706468                  Fax: 0172-2708274                  Email: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a></p>
Tamil Nadu, UT-Pondichery Town and Karaikal (which are part of UT of Pondichery)		<p>Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  Fathima Akhtar Court,                  4th Floor, 453 (old 312),                  Anna Salai, Teynampet,  <b>CHENNAI-600 018.</b>                  Tel:- 044-24333668/5284                  Fax: 044-24333664                  Email: <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a></p>
Delhi & Rajasthan	Shri Surendra Pal Singh	<p>Shri Surendra Pal Singh                  Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  2/2 A, Universal Insurance Bldg.,                  Asaf Ali Road,  <b>NEW DELHI-110 002</b>                  Tel:- 011-23239633                  Fax: 011-23230858                  Email: <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a></p>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Shri D. C. Choudhury	<p>Shri D.C. Choudhury,                  Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  'Jeevan Nivesh", 5<sup>th</sup> Floor,                  Near Panbazar Overbridge, S.S. Road,  <b>GUWAHATI-781 001 (ASSAM).</b>                  Tel:- 0361-2132204/5                  Fax: 0361-2732937                  Email: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a></p>
Andhra Pradesh, Kamataka and UT of Yanam – a part of the UT of Pondichery		<p>Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  6-2-46, 1<sup>st</sup> Floor, Moin Court,                  A.C. Guards, Lakdi-Ka-Pool,  <b>HYDERABAD-500 004.</b>                  Tel: 040-65504123                  Fax: 040-23376599                  Email: <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a></p>
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondichery	Shri R. Jyothindranathan	<p>Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  2nd Floor, CC 27/2603, Pulinat Bldg.,                  Opp. Cochin Shipyard, M.G. Road,  <b>ERNAKULAM-682 015.</b>                  Tel: 0484-2358759                  Fax: 0484-2359336                  Email: <a href="mailto:ikochi@asianetindia.com">ikochi@asianetindia.com</a></p>
West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	Ms. Manika Datta	<p>Ms. Manika Datta                  Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue,  <b>Kolkatta – 700 072.</b>                  Tel: 033 22124346(40)                  Fax: 033 22124341</p>

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146. CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service Address: D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078. Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234 | care@hdfcergo.com | www.hdfcergo.com. Trade Logo displayed above belongs to HDFC Ltd and ERGO International AG and used by the Company under license. UIN: Product Name – Home Suraksha Plus Policy - IRDA/NL-HLT/HDFC-ERGOGI/P-H/V.I/258/13-14

## HDFC ERGO General Insurance Company Limited



Uttar Pradesh and Uttaranchal	Shri G. B. Pande	Email: <a href="mailto:iombsbpa@bsnl.in">iombsbpa@bsnl.in</a> Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazratganj, <b>LUCKNOW-226 001.</b> Tel : 0522-2231331 Fax : 0522-2231310 Email: <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>
Maharashtra, Goa		Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel : 022-26106928 Fax : 022-26106052 Email: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>

**STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION.**