

PARIVAR SURAKSHA BIMA

DEFINITIONS COMMON TO SECTIONS I AND II:

- 1) **Accident** or **Accidental** means a sudden, unforeseen and involuntary event caused by external and visible means.
- 2) **Bodily Injury** means physical, external, **Accidental** bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the **Period of Insurance**.
- 3) **Company** means HDFC Ergo General Insurance Company Limited.
- 4) **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 5) **Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - a. **Internal Congenital Anomaly** which is not in the visible and accessible parts of the body is called Internal Congenital Anomaly
 - b. **External Congenital Anomaly** which is in the visible and accessible parts of the body is called External Congenital Anomaly.
- 6) **Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.
- 7) **Dependent Child** means an unmarried dependent child ordinarily residing with the **Insured Person** between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary institution at the time of the **Date of Loss**, including legally adopted and step-children, of an **Insured Person** or the **Spouse** of an **Insured Person**, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
- 8) **Endorsement** means written evidence of an agreed change in the policy including but not limited to increase or decrease in the period, extent and nature of the cover.
- 9) Hospital means an establishment which:
 - a) is registered as such with a local authority; and
 - b) operates for the reception, care and treatment of sick ailing or injured persons as in-patients; and
 - c) provides organised facilities for diagnosis and medical and surgical treatment at all times; and
 - d) is not primarily a Day clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts, and
 - e) provides nursing care and has a Physician or a staff of Physicians actually on the premises at all times

Hospital means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a

hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- a) has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
 - b) has qualified nursing staff under its employment round the clock;
 - c) has qualified medical practitioner (s) in charge round the clock;
 - d) has a fully equipped operation theatre of its own where surgical procedures are carried out
 - e) maintains daily records of patients and will make these accessible to the company's authorized personnel
 - f) is not primarily a Day clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.
- 10) **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- a) **Acute condition** - Acute condition is a medical condition that can be cured by Treatment
 - b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
- 11) **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.**
- 12) **Inpatient care** means **treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.**
- 13) **Insured Member** means anyone over the age of eighteen (18) years and aged sixty (60) years old or younger who is a member of the **Policyholder**, except when the **Company**, at its sole discretion, accepts anyone over 60 years old, for whom premium has been paid and who is identified in the Policy Schedule as an **Insured Person**.
- 14) **Insured Person** means an **INSURED MEMBER** and the **Spouse** of an **INSURED MEMBER** who has been identified in the Policy Schedule as an **Insured Person**.
- 15) **Medical Advice** means any consultation or advice from a Medical Practitioner / Physician including the issue of any prescription or repeat prescription.
- 16) **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for

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

- 17) Medical practitioner or Physician is a person who holds a valid registration from the medical council and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license Physician means a person currently legally licensed and registered to practise medicine in the jurisdiction of loss, other than
- an Insured Person under this Policy;
 - an Insured Person's employer or business partner;
 - an employee of the Policyholder; or
 - an Immediate Family 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.
- 18) **Period of Insurance** means the **Operative Time** stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 19) **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:
- continues for a period of twelve (12) consecutive months, and
 - is confirmed as total, continuous and permanent by a **Physician** after the twelve (12) consecutive months, and
- entirely prevents an **Insured Person** from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 20) **Physician** means a person entirely unrelated to the **Insured Person** who is currently legally licensed and registered to practise medicine in the jurisdiction of loss.
- 21) **Policyholder** means the entity or person named as such in the Schedule.
- 22) Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- 23) **Spouse** means an **Insured Member's** husband or wife who is recognised as such by the laws of the jurisdiction in which they reside and who does not exceed sixty (60) years of age.

GENERAL CONDITIONS APPLYING TO SECTIONS I AND II:

- Due observance and fulfilment of terms and conditions of this policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the **POLICY HOLDER** or a person covered under the policy shall be a condition precedent to any liability of the Company under this policy.
- The policy, the schedule, the proposal form, riders, endorsements and any memorandum shall constitute the complete contract of insurance. No change or

- alteration in this policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the policy.
- c. Upon the happening of any event which may give rise to a claim under this policy the person covered under the policy shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the person covered under the policy should within one Calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.
- d. Every notice, communication or intimation required or contemplated under this policy to be given by the person covered under the policy or anyone on his behalf in respect of any claim or matter arising under or out of this policy shall be in writing and addressed to the Company's office through which this insurance is effected or the Company's corporate office currently located at 5th Floor, Express Towers, Nariman Point, Mumbai 400 021, unless otherwise directed by the Company in writing. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, persons covered under the policy and other details as may be necessary.
- e. **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 POLICY HOLDER, PERSON INSURED UNDER THE POLICY OR A BENEFICIARY UNDER THIS POLICY IF HE IS DIFFERENT FROM THE PERSON INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.**

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE POLICYHOLDER, PERSON INSURED UNDER THE POLICY, 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 POLICYHOLDER, PERSON INSURED, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

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

appropriately cancelled and discharged. No sum payable under this policy shall carry interest.

- 1.2. Insured may cancel this Policy at any time by sending fifteen (15) days notice in writing to the Company or by returning the Policy and stating when thereafter cancellation is to take effect.
 - 1.3.
 - 1.4. In the event of such cancellation the Company shall retain premium for the period that this Policy has been in force calculated in accordance with the short period rate table, less any duties and taxes Company cannot recover. However, there will be no refund of premium if you have made a claim, or you are entitled to make any claim under this Policy.
 - 1.5.
 - 1.6. The Company reserves the right to cancel this Policy at any time by sending fifteen (15) days notice in writing to the Insured. In the event of such cancellation refund of premium shall be on pro-rata basis.
 - 1.7.
 - 1.8. The Company also reserves the right to cancel this Policy from inception immediately upon becoming aware of any mis-representation, fraud, non-disclosure of material facts or non-cooperation by or on behalf of the Insured. No refund of premium shall be allowed in such cases.
 - 1.9.
 - 1.10. Notice of cancellation will be mailed to the Insured at an address set forth in the Policy Schedule, and will indicate the date of termination. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.
 - 1.11.
 - 1.12. PERIOD ON RISK RATE OF PREMIUM TO BE CHARGED
 - 1.13. Upto one month 1/4 of the annual rate
 - 1.14. Upto three months 1/2 of the annual rate
 - 1.15. Upto six months 3/4th of the annual rate
 - 1.16. Exceeding six months Full annual rate
- f. The Company shall not be liable to make any payment under this policy in respect of any claim, if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the persons covered under the policy or by any person on their behalf.
- g. If any 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by the Company and the **INSURED MEMBER** within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1996, as amended from time to time and for the time being in force.

In case either the Company or said the **INSURED MEMBER** refuses or fails to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator.

It is 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 or umpire of the amount of the loss or damage shall be first obtained.

The venue of the arbitration proceedings shall be at the Corporate Office of the Company which is currently situated at 5th Floor, Express Towers, Nariman Point, Mumbai – 400 021.

- h. This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in any dispute arising hereunder.
- i. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to any person covered under the policy for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made subject of the suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- j. Upon settlement of the claim made under the policy, the Company shall be entitled to any amount paid by or recoverable from anyone on any ground whatsoever and shall be received or recovered by the Company. The person covered under the policy and all persons claiming on his / her behalf shall give to the Company all necessary information and assistance to enable the Company to secure and recover such amount including subrogation. The Company shall, if necessary, be entitled to sue at its own expense in the name of such person covered under the policy or persons claiming on his / her behalf for recovery of amounts from such persons for which they may be liable. In the event of any such payment being received by the person covered under the policy directly or by other persons on their behalf, it shall be made over by him / her to the Company forthwith.
- k. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods. The Company, however, shall not be bound to give notice that policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid
- l. Free Look Period –The Policyholder have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If the policyholder has any objections to any of the terms and conditions, then the policyholder has the option of cancelling the Policy stating the reasons for cancellation and will be refunded the premium paid after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. The policyholder can cancel the Policy only if no claims have been made under the Policy. All the policyholders 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..
- m. Where proposal forms are not received, information obtained from the **POLICY HOLDER** or **INSURED MEMBER** whether orally or otherwise is captured in the policy document. The **POLICY HOLDER** or **INSURED MEMBER** shall point out to the Company, discrepancies, if any, in the information contained in the policy document or Certificate of Insurance, as applicable, within 15 days from policy / certificate issue date after which information contained in the policy or Certificate of Insurance shall be deemed to have been accepted as correct.
- n.

SECTION I – PERSONAL ACCIDENT BENEFIT

1. INSURANCE:

1.1 WHEREAS THE **POLICYHOLDER** designated in the Schedule hereto has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein, has applied to HDFC Ergo General Insurance Company Limited for the insurance hereinafter set forth in respect of the **INSURED PERSONS** and has paid premium as consideration for such insurance.

1.2 If the **INSURED PERSON** shall sustain any bodily injury resulting solely and directly from accident caused by outward, violent and visible means then the Company shall pay to the **INSURED PERSON** the sum hereinafter set forth that is to say:

- a) if such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of death of an **INSURED PERSON** the Capital Sum Insured stated in the Schedule hereto.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or both hands or both feet or of the actual loss of one eye and such loss of one of the two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or such loss of one entire foot of an **INSURED PERSON** the Capital Sum Insured stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of the occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye, or of the actual loss of one entire hand or one entire foot of an **INSURED PERSON**, Fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.
- d) If such injury shall as a direct consequence thereof immediately, permanently totally and absolutely disable the **INSURED PERSON** from engaging in any employment or occupation of any description whatsoever, the Capital Sum Insured stated in the Schedule.
- e) **DEPENDENT CHILD EDUCATION BENEFIT:** In the event of death or permanent total disablement of the **INSURED MEMBER** due to an accident as defined in the policy and where his / her spouse is also covered under this Policy, the Company shall pay as an Education Grant to the dependent children below twenty-one (21) years of age who are undertaking studies:
 1. If one dependent child: a sum of Rs.5,000/-
 2. If two dependent children: a sum of Rs.10,000/-The maximum compensation payable under the Dependent Child Education Benefit shall not exceed Rs.10000/- in respect of an **INSURED MEMBER**. This benefit is not available where only the individual Member is covered.
- f) **DEPENDENT GIRL CHILD WEDDING BENEFIT:** In the event of death or permanent total disablement of the **INSURED MEMBER** due to an accident as defined in the policy, and where his / her spouse is also covered under this Policy, the Company shall pay for Wedding of a dependent girl child below twenty-one (21) years an amount of Rs. 5,000/-.
The maximum compensation payable under the Dependent Girl Child Wedding Benefit shall not exceed Rs.5000/- in respect an **INSURED MEMBER**. This benefit is not available where only the individual Member is covered.
Where the dependent girl child is less than 18 years of age, the compensation shall be in the form of a Bank Deposit in favour of the minor / legal guardian which shall mature on the date of her attaining the age of 18 years.

2. DEFINITION APPLICABLE TO SECTION I:

CAPITAL SUM INSURED means the amount stated in the Policy Schedule as such or limited to the specific insurance details in any Section of this Policy. The **CAPITAL SUM INSURED** shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.

3. EXCLUSIONS APPLICABLE TO SECTION I:

PROVIDED ALWAYS that this Policy does not cover (unless expressly agreed to by the Company in writing) death, injury or disablement directly or indirectly due to or arising out of or resulting from:

- a) Compensation to the **INSURED PERSON** under more than one of the sub-causes (a), (b), (c), or (d) of clause 1.2 in respect of same injury or disablement.
- b) Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
- c) Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** (i) from intentional self-injury, suicide, or attempted suicide (ii) whilst under the influence of intoxicating liquor or drug (iii) directly or indirectly caused by Venereal Disease(s), AIDS, or insanity (iv) arising or resulting from committing any breach of the law with criminal intent (v) Whilst engaging in aviation or ballooning or whilst mounting into, dismounting from any balloon or travelling in aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world or engaging in hazardous sports of any kind whatsoever.
- d) Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** attributable directly or indirectly to:

(i) 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.

(ii) Ionising radiation or contamination by radioactivity from any source whatsoever.

(iii) Nuclear weapons material.

- e) The policy shall not cover death or disablement directly or indirectly caused by, contributed to, or aggravated by, or prolonged by child birth or from pregnancy or as a consequence thereof.

SECTION II – HOSPITALISATION INSURANCE

1.1 NOW THIS POLICY WITNESSETH that subject to the terms, conditions, exclusions and definitions contained herein, or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the Schedule, or during the continuance of this policy by renewal, any member of **INSURED FAMILY** shall contract any **DISEASE** or sustain any **INJURY** and if such **DISEASE** or **INJURY** shall require any such member, upon the recommendation of a duly qualified **PHYSICIAN/MEDICAL SPECIALIST/MEDICAL PRACTITIONER/SURGEON** to incur hospitalisation **EXPENSES** for medical/surgical treatment at any **HOSPITAL/NURSING HOME** in India as an inpatient, the Company will reimburse to the said member of **INSURED FAMILY**, the amount of such expenses as would fall under different heads mentioned below, and as are reasonably and necessarily incurred thereof by or on behalf of such member of the **INSURED FAMILY** but not exceeding the **SUM INSURED** for such member of the **INSURED FAMILY** in any one period of insurance as mentioned in the Schedule hereto.

- a) Room, Boarding Expenses as provided by the **HOSPITAL/NURSING HOME** in general ward;
- b) Nursing Expenses;
- c) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees;
Anaesthesia, Blood, Oxygen, Operation theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-Ray, Dialysis, Chemotherapy, Radiotherapy, any medical expenses incurred which is an integral part of the operation, and similar other expenses.

NOTE: The insuring clause stated above shall be subject to the following monetary limits:

- Under the benefit under sub-clause (a) mentioned above, bed charges shall be limited to Rs.100/- per day.
- The amount payable under clause 1.1 above per **ILLNESS** or per claim shall be restricted to the PER CLAIM LIMIT stated in the Schedule to the policy.
- The Company's liability in respect of expenses incurred towards treatment of Cataract shall be limited to Rs.3,000/- per member of **INSURED FAMILY** provided insurance cover under Parivar Suraksha Bima has remained in force for a continuous period of at least 12 months.
- The Company's liability per **INSURED FAMILY** in respect of **MATERNITY EXPENSES BENEFIT** shall be restricted to Rs.1,500/- for Normal Delivery and Rs.3,000/- for Caesarean section or abdominal operation for extra uterine pregnancy.

MINIMUM PERIOD OF HOSPITALISATION:

A member of **INSURED FAMILY** shall be eligible to claim expenses of hospitalisation only if hospitalisation has been for minimum period of forty-eight (48) hours.

HDFC ERGO General Insurance Company Limited



However, this minimum time limit of forty-eight (48) hours shall not apply to the following treatment taken in a **HOSPITAL / NURSING HOME** where the member of **INSURED FAMILY** is discharged on the same day he / she is admitted:

- Lithotripsy (Kidney Stone Removal)
- Chemotherapy
- Radiotherapy
- Dialysis
- Tonsillectomy
- Eye Surgery
- Dilation & Cuterrage
- Cataract

ANY ONE ILLNESS

Any one **ILLNESS** will be deemed to mean continuous period of illness and it includes relapse within 60 days from date of discharge from the **HOSPITAL/NURSING HOME** where treatment was taken. Occurrence of same illness after a lapse of 60 days as stated above will be considered as fresh illness for the purpose of this policy.

2. DEFINITIONS APPLICABLE TO SECTION II:

2.1 **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

- a) **Acute condition** - Acute condition is a medical condition that can be cured by Treatment
- b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.

2.2 **Hospital** means an establishment which:

- a) is registered as such with a local authority; operates for the reception, care and treatment of sick ailing or injured persons as in-patients; and
- b) provides organised facilities for diagnosis and medical and surgical treatment at all times; and
- c) is not primarily a **Day** clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts, and
- d) provides nursing care and has a Physician or a staff of Physicians actually on the premises at all times

Hospital means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- e) has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- f) has qualified nursing staff under its employment round the clock;
- g) has qualified medical practitioner (s) in charge round the clock;
- h) has a fully equipped operation theatre of its own where surgical procedures are carried out
- i) maintains daily records of patients and will make these accessible to the company's authorized personnel
- j) is not primarily a **Day** clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

2.3 **IMMEDIATE FAMILY MEMBER** means an **INSURED PERSON'S** children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; adopted children; children from a previous marriage; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the **INSURED PERSON**.

2.4 **INJURY** or **INJURIES** 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 .

2.5 **IN-PATIENT** means a member of **INSURED FAMILY** who is admitted to a **HOSPITAL/NURSING HOME** for the sole purpose of receiving treatment for a minimum period of 48 hours.

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

2.6 **INSURED FAMILY** means family comprising the **INSURED MEMBER** and any one or more of the following:

- a) Spouse who permanently resides with the **INSURED MEMBER**
- b) Dependent Children of an **INSURED PERSON** who
 - Are financially dependent on the **INSURED PERSON**
 - Permanently reside with the **INSURED MEMBER**.
- c) Dependent Parents of the **INSURED MEMBER** not exceeding sixty (60) years of age.

2.7 **MATERNITY EXPENSE BENEFIT** means treatment taken in **HOSPITAL/NURSING HOME** arising from or traceable to pregnancy, childbirth including normal Caesarean section.

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

2.9 Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment. These Medical Expenses must necessarily be incurred within the territorial limits stated in the Schedule, for surgical, anaesthetic and other medical treatment in Hospital or prescribed by a Physician

2.10 Medical practitioner or Physician is a person who holds a valid registration from the medical council and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license , other than:

- a) An **INSURED PERSON** under this policy;
- b) An **INSURED PERSON'S** employer or business partner;
- c) An employee of the **POLICYHOLDER**; or
- d) An **IMMEDIATE FAMILY MEMBER**.

2.9 **PRE-EXISTING CONDITION** means any **DISEASE** or **INJURY** for which medical advice, diagnosis, care or treatment:

- a) was received by the member of **INSURED FAMILY**;
- b) was recommended to the member of **INSURED FAMILY**; or
- c) would have been sought by a reasonably prudent person,

prior to becoming insured. Complications arising from a **PRE-EXISTING CONDITION** will be considered as part of that **PRE-EXISTING CONDITION**.

2.10 **QUALIFIED NURSE** means a person who holds a certificate of a recognized nursing council and who is employed on the recommendations of an attending medical practitioner.

2.11 **SUM INSURED** means the amount stated in the Policy Schedule as such or limited to the specific insurance details in any Section of this Policy. The **SUM INSURED** shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.

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

3 EXCLUSIONS APPLICABLE TO SECTION II:

The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any **INSURED PERSON** or a member of **INSURED FAMILY** in connection with or with respect to:

3.1. All **DISEASES** or **INJURIES** which are a **PRE-EXISTING CONDITION** when insurance cover under this policy incept for the first time.

~~3.2. Any **DISEASE** other than those stated in clause 3.3, contracted during the first thirty (30) days from the commencement date of the policy. This condition shall not however, apply in case the claimant has been covered under this policy for a continuous preceding twelve (12) month period without any break.~~

Note: Exclusions 3.1 and 3.2 shall not however apply if:

- a) In the opinion of a panel of **MEDICAL PRACTITIONERS** constituted by the Company for the purpose, the claimant could not have known of the existence of the **DISEASE** or any symptoms or complaints thereof at the time the proposal for insurance was made to the Company; and
- b) The claimant had not taken any consultation, treatment or medication, in respect of the hospitalisation for which claim has been lodged under the policy, prior to taking the insurance.

3.3 During the first one (1) year of operation of the insurance cover, the expenses for treatment of **DISEASES** such as cataract, benign prostatic hyperthrophy, hysterectomy of menorrhagia or fibromyoma, hernia, hydrocele, congenital internal **DISEASE** / defect, fistula in anus, piles, arthritis, Gout and Rheumatism, Joint replacements, Sinusitis and related disorders are not payable. If these **DISEASES** are a **PRE-EXISTING CONDITION** at the time of proposal, they will not be covered even during subsequent period of renewal. If the claimant under the policy is aware of the existence of congenital internal **DISEASE** before inception of policy, the same will be treated as a **PRE-EXISTING CONDITION**.

3.4 **INJURY** or **DISEASE** directly or indirectly caused by or arising from or attributable:

(i) 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.

(ii) Ionising radiation or contamination by radioactivity from any source whatsoever.

(iii) Nuclear weapons material.

3.5 Circumcision unless necessary for treatment of a **DISEASE** not excluded hereunder or as may be necessitated due to an **ACCIDENT**, vaccination or inoculation; or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an **ACCIDENT** or as a part of any illness.

3.6 The cost of spectacles and contact lenses or hearing aids.

3.7 Any dental treatment or surgery which is a corrective, cosmetic or aesthetic procedure, including wear and tear, unless arising from disease or injury and which requires hospitalisation for treatment.

3.8 Convalescence, general debility, run-down condition or rest cure, obesity; congenital external **DISEASE** or congenital internal defects or anomalies for example congenital heart anomalies like ASD, VSD, Tetralogy of Fallot etc., treatment relating to schizophrenia / insanity; sterility, venereal **DISEASE**, intentional self **INJURY** and use of intoxicating drugs/alcohol.

3.9 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-cell Lymphographic Virus Type 111 (HTLB-111) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.

3.10 Charges incurred at **HOSPITAL/ NURSING HOME** primarily for diagnostic, x-ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any **DISEASE** or **INJURY**, for which confinement is required at a Hospital / Nursing Home.

3.11 Expenses on vitamins and tonics unless forming part of treatment for **INJURY** or **DISEASES** as certified by the attending **MEDICAL PRACTITIONER**.

3.12 Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion, or complications of any of these including caesarean section. This exclusion will apply where **Maternity Benefit** is specifically excluded under scope of the policy.

3.13 Expenses incurred in connection with voluntary medical termination of pregnancy.

3.14 Naturopathy, Homeopathy, Ayurvedic and any other form of alternative medical treatment.

3.15 Durable medical equipment or accessories of any kind used.

3.16 Expenses incurred for pre and post hospitalisation medical care.

4 CONDITIONS APPLICABLE TO SECTION II:

4.1 Upon the happening of any event which may give rise to a claim under this policy, notice with full particulars shall be sent to the Company within seven (7) days from the date of hospitalisation.

4.2 All supporting documents relating to the claim must be filed within thirty (30) days from the date of discharge from the **HOSPITAL/NURSING HOME**.

4.3 The member of **INSURED FAMILY** shall obtain and furnish to the Company, all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim.

4.4 If, at the time when any claim arises under this policy, there is in existence any other insurance whether it be effected by or on behalf of any member of **INSURED FAMILY** in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses. The benefits under this policy shall be in excess of the benefits available under Cancer Insurance Policy.

4.5 All medical / surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

4.6 A policy shall reimburse only those expenses, which are incurred during the policy period. However, if a claim spreads over two policy periods the total benefit will not exceed the Sum Insured of the policy period during which the member of **INSURED FAMILY** was admitted to the **HOSPITAL / NURSING HOME**

4.7 Special conditions applicable to extension of **MATERNITY EXPENSES BENEFITS**:

- a) These benefits are admissible only if the expenses are incurred in **HOSPITAL/NURSING HOME** as **IN-PATIENTS** in India.
- b) A waiting period of nine (9) months is applicable for payment of any claim relating to normal delivery or caesarean section or abdominal operation for extra uterine pregnancy. The waiting period may be relaxed only in case of delivery, miscarriage or abortion induced by accident.



- c) Claim in respect of delivery for only first two (2) children and/or operations associated therewith will be considered in respect of any one **INSURED MEMBER** covered under the policy or any renewal thereof. Those **INSURED MEMBERS** who are already having two (2) or more living children will not be eligible for this benefit.
- d) Expenses incurred in connection with voluntary medical termination of pregnancy are specifically excluded under this extension.
- e) Pre-natal and post-natal expenses are not covered unless admitted in **HOSPITAL/NURSING HOME** and treatment is taken there.



EXTN 1: UNDER SECTION II OF THE POLICY

FAMILY FLOATER EXTENSION

It is hereby declared and agreed that the policy has been amended to incorporate that the Company's liability in respect to all claims admitted during the period of insurance per **INSURED FAMILY** shall be limited to the **SUM INSURED** for the **INSURED MEMBER** stated in the Schedule. In consequence whereof, clause 1.1 of Section II of the policy shall stand amended as under:

substitute the words "...but not exceeding the **SUM INSURED** for such member of the **INSURED FAMILY** in any one period of insurance as mentioned in the Schedule hereto." with the following:

"...provided that the Company's liability in respect of all claims admitted during the period of insurance per **INSURED FAMILY** shall not exceed **SUM INSURED** for the **INSURED MEMBER** stated in the Schedule."

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

GRIEVANCE REDRESSAL PROCEDURE

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

- Call Center (Toll free helpline)
1800 2 700 700 (accessible from any Mobile and Landline within India)
1800 226 226 (accessible from any MTNL and BSNL Lines)
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

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

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

**The Complaint & Grievance Cell,
HDFC ERGO General Insurance Company Ltd.
6th Floor, Leela Business Park,
Andheri Kurla Road,
Andheri East, Mumbai – 400059**

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

To the Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
6th floor, Leela Business Park.
Andheri Kurla Road,
Andheri (E), Mumbai – 400059
e-mail: principalgrievanceofficer@hdfcergo.com

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

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



LIST OF INSURANCE OMBUDSMEN

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, 5, Navyug Colony, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546150 / 139 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462011 Tel.:- 0755-2769200/201/202 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 / 2596461 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 / 5861 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh



<p>CHENNAI</p>	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <u>CHENNAI-600 018.</u> Tel.:- 044-24333668 /664 / 678 Fax : 044-24333664</p> <p>Email chennaiinsuranceombudsman@g mail.com</p>	<p>Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)</p>
<p>NEW DELHI</p>	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.:- 011-23239611 /7539 /7532 Fax : 011-23230858 Email iobdelraj@rediffmail.com</p>	<p>Delhi & Rajasthan</p>
<p>GUWAHATI</p>	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u> Tel.:- 0361-2131307 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com</p>	<p>Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</p>
<p>HYDERABAD</p>	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u> Tel : 040-23325325 /23312122 Fax: 040-23376599 Email insombudhyd@gmail.com</p>	<p>Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry</p>
<p>KOCHI</p>	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat</p>	<p>Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry</p>

HDFC ERGO General Insurance Company Limited



	Bldg., Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel : 0484-2358759 /2358734 /9338 Fax : 0484-2359336 Email iokochi@asianetindia.com	
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, <u>Kolkatta – 700 072.</u> Tel: 033 22124346 /39 Fax: 033 22124341 Email: iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2201188 /31330 /1 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928 /360 /6552 /6960 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa