

# **GROUP CRITICAL ILLNESS INSURANCE**

The insurance cover provided under this Policy to the INSURED PERSONs up to the Sum assured is and shall be subject to (a) the terms and conditions of this Policy/ SCHEDULE and (b) the receipt of premium, and (c) Disclosure to Information Norm (including by way of the Proposal form or Information Summary Sheet) for POLICY HOLDER and on behalf of each of the INSURED PERSON.

### Section. 1 Definitions

The terms defined below have the meanings ascribed to them wherever they appear in this POLICY and where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same:

- Def. 1. ACCIDENTmeans a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- Def. 2. AGE OR AGED means completed years as at the COMMENCEMENT DATE
- Def. 3. COMMENCEMENT DATE means the commencement date of this POLICY as specified in the SCHEDULE
- Def. 4. CONDITION PRECEDENT shall mean a POLICY term or condition upon which the Our liability under the POLICY is conditional upon.
- Def. 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
  - b. External Congenital Anomaly which is in the visible and accessible parts of the body
- Def. 6. CRITICAL ILLNESS, an illness, medical event or surgical procedure specifically defined in the Scope Of Cover under the POLICY
- Def. 7. DAY CARE CENTER means any institution established for day care treatment of illness and / or injuries or a medical set up within a HOSPITAL and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified MEDICAL PRACTITIONER AND must comply with all minimum criteria as under:
  - Has qualified nursing staff under its employment
  - Has qualified MEDICAL PRACTITIONER (s) in charge
  - Has a fully equipped operation theatre of its own where surgical procedures are carried out
  - -Maintains daily records of patients and will make these accessible to the Our authorized personnel
- Def. 8. DISCLOSURE TO INFORMATION NORM The POLICY shall be void and all premium paid hereon shall be forfeited to Us, in the event of misrepresentation, mis-description or non-disclosure of any material fact
- Def. 9. 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

- Def. 10. GRACE PERIOD means the specified period of time immediately following the premium due date during which a premium can be made to renew of continue the POLICY in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received
- Def. 11. HOSPITAL means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a HOSPITAL with the local authorities, under the clinical establishments (Registration and Regulation) Act, 2010 or under enactments specified under the SCHEDULE of section 56(1)of the said Act or complies with all minimum criteria as under:
  - has at least 10 in-patient beds, in those towns having a population of less than 10,00,000 and 15 in-patient beds in all other places,
  - has qualified nursing staff under its employment round the clock,
  - has qualified MEDICAL PRACTITIONER(s) in charge round the clock,
  - has a fully equipped operation theatre of its own where surgical procedures are carried out.
  - maintains daily records of patients and will make these accessible to the Our authorized personnel.
- Def. 12. ILLNESS means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the POLICY PERIOD and requires medical treatment
  - a Acute condition Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
  - b. Chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—
  - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
    - it needs ongoing or long-term control or relief of symptoms
    - it requires your rehabilitation or for you to be specially trained to cope with it
    - it continues indefinitely
    - it recurs or is likely to recur
- Def. 13. INJURYmeans 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
- Def. 14. INSURED EVENT means any event specifically mentioned as covered under this POLICY
- Def. 15. INSURED PERSON means the person named in the Schedule
- Def. 16. MEDICAL PRACTITIONERmeans a person who holds a valid registration from the medical council of any state or medical council of India or council of Indian Medicine or for homeopathy set up by the government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license, other than
  - an INSURED PERSON under this POLICY;
  - an INSURED PERSON's employer or business partner;

- an Immediate Family Member of the INSURED PERSON. For purposes of this definition only, the term Immediate Family Member shall not be limited to natural persons resident in the same country as the INSURED PERSON.
- Def. 17. NOMINEE means the person(s) nominated by the INSURED PERSON to receive the insurance benefits under this Policy payable on the death of the INSURED PERSON
- Def. 18. NOTIFICATION OF CLAIM is the process of notifying a claim to the insurer or TPA through any of the recognized modes of communication
- Def. 19. POLICYis Our contract of insurance with the POLICY HOLDER providing cover as detailed in this POLICY terms and condition, the proposal form, POLICYSCHEDULE, ENDORSEMENT/s, if any and Annexure, which form part of the contract and must be read together.
- Def. 20. POLICY HOLDER means the entity or person named as such in the SCHEDULE.
- Def. 21. 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.
- Def. 22. PORTABILITY means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if he/ she chooseto switch from one insurance company to another.
- Def. 23. PRE EXISTING CRITICAL ILLNESSmeans any Critical Illness for which care, treatment, or advice was recommended by or received from a MEDICAL PRACTITIONER, or which first manifested itself or was contracted prior to the first POLICY issued by Us.
- Def. 24. PRE EXISTING DISEASE: Any condition, ailment or INJURY or related condition(s) for which INSURED PERSON had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first POLICY issued by Us and renewed continuously thereafter
- Def. 25. PROFESSIONAL SPORT means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood
- Def. 26. RENEWAL means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time bound exclusions and for all waiting periods.
- Def. 27. SCHEDULE means the document attached name so and forming part of this POLICY mentioning the details of the INSURED PERSON/s, the SUM INSURED, the POLICY PERIOD, and the limits to which benefits under the POLICY are subject to
- Def. 28. SPECIALIST MEDICAL PRACTITIONER is a MEDICAL PRACTITIONER who has obtained post graduate or super speciality medical qualification of MD/ DM/MS/ Mch, relevant to the field of Medicine or SURGERY to which such CRITICAL ILLNESS belong in terms of its diagnosis and treatment.

- Def. 29. SUM INSURED means the sum as specified in the SCHEDULE which representsOurmaximum liability for the INSURED PERSON for any and all benefits claimed for during the POLICY PERIOD.
- Def. 30. SURGERY 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 for suffering or prolongation of life, performed in a HOSPITAL or a DAY CARE CENTER by a MEDICAL PRACTITIONER
- Def. 31. SURVIVAL PERIOD means the period after an INSURED EVENT that the INSURED PERSON has to survive before a claim becomes valid.
- Def. 32. THIRD PARTY ADMINISTRATOR OR TPA means any person who is licensed under the IRDA (Third Party Administrators Health Services) Regulations, 2001 by the authority, and is engaged for fee or remuneration by an Us, for the purpose of providing health services
- Def. 33. WAITING PERIOD is the period where we will not be liable for specified number of days and which will apply before any benefits are payable by the Us. The waiting period will be computed from the date of commencement of Policy Period.
- Def. 34. WE/OUR/USmeans the HDFC ERGO General Insurance Company Limited

# Section. 2 Scope of Cover

For the purpose of this POLICY and the determination of the Ourliability under it, the INSURED EVENT in relation to an INSURED PERSON shall mean any CRITICAL ILLNESS which occurs or manifests itself during the POLICY PERIOD as a first incidence and shallinclude the following:

# i) 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. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded:.

- All tumors which are histologically described as carcinoma in situ, benign, premalignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3;
- 2. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- 3. Malignant melanoma that has not caused invasion beyond the epidermis;
- 4. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0MO
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below:
- 6. Chronic lymphocytic leukemia less than RAI stage 3:
- 7. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification;

- 8. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs
- 9. All tumors in the presence of HIV infection.

# ii) Open Chest CABG:

The actual undergoing of open chest surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:

Angioplasty and/or any other intra-arterial procedures

# iii) MAYOCARDIAL INFRACTION (First Heart Attack- Of Specified Severity):

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

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

The following are excluded:

- A rise in cardiac biomarkers or Troponin I or T in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.
- Other acute Coronary Syndromes
- Any type of angina pectoris

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

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

### v) Major Organ/Bone Marrow Transplantation:

The actual undergoing of transplantof:

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

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

The following are excluded:

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

# vi) Permanent Paralysis Of Limbs / Quadriplegia

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

# vii) <u>Stroke Resulting in Permanent Symptoms</u>:

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source.

Diagnosis has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded

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

# viii) Open Heart Valve Replacement or Repair Of Heart Valves:

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

The following are excluded;

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

# ix) End Stage Liver Disease

- Permanent and irreversible failure of liver function that has resulted in all three of the following:
- i. Permanent jaundice; and
- ii. Ascites; and
- iii. Hepatic encephalopathy.

The following are excluded:

• Liver failure secondary to drug or alcohol abuse.

# x) Benign Brain Tumour[resulting in permanent neurological symptoms]

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- i) Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- ii) Undergone surgical resection or radiation therapy to treat the brain tumor.

The following are excluded:

 Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

# xi) Aorta Graft SURGERY (SURGERY of Aorta):

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

The following are excluded;

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

# xii) Primary Parkinson's Disease

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

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

Activities of Daily Living

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

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

The following are excluded:

Drug induced or toxic causes of Parkinsonism

### xiii) Alzheimer's Disease

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

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

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

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

The following are excluded:

- Non organic disease such as neurosis and psychiatric ILLNESS; and
- Alcohol related brain damage
- Any other type of irreversible organic disorder / dementia

# xiv) Multiple Sclerosis With Persisting Symptoms:

An unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by 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 atleast6 months.

The following are excluded:

Other causes of neurological damage such as SLE and HIV are excluded

### xv) Coma:

Coma of Specified Severity: 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:

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

Condition has to be confirmed by a SPECIALIST MEDICAL PRACTITIONER.

The following are excluded:

Coma resulting directly from self inflictedINJURY, alcohol or drug abuse.

### xvi) Deafness:

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist.

Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

### xvii) Loss of Speech

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

The following are excluded:

All psychiatric related causes.

# xviii) Third Degree Burns (Major Burns)

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

### Section. 3 Exclusions

We will not make any payment for any claim in respect of the INSURED PERSON directly or indirectly for, caused by, arising from or in any way attributable to any of the followingunless expressly stated to the contrary in this POLICY:

- 3.1) CRITICAL ILLNESS, which occurs or manifests itself during the 90 days waiting period specified in POLICYSCHEDULE of the POLICY unless POLICY extension to modify or delete the exclusion, on payment of additional premium, is opted for
- 3.2) In the event of Death of INSURED PERSON during the 30 days SURVIVAL PERIOD as specified in SCHEDULE of the POLICY following diagnosis of CRITICAL ILLNESS unless POLICY extension to modify or delete the exclusion, on payment of additional premium, is opted for
- 3.3) PRE EXISTING CRITICAL ILLNESS
- 3.4) War or any act of war, invasion, act of foreign enemy, war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/materials, chemical and biological weapons, radiation of any kind.
- 3.5) Caused by or contributed to by or arising from ionising radiation or contamination byradioactivity from any nuclear fuel or from any 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.
- 3.6) Caused by or contributed to by or arising from nuclear weapon materials
- 3.7) Loss, damage, cost or expense 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 any act of terrorism
- 3.8) AnyINSURED PERSON committing or attempting any breach of the law with criminal intent or arising out of or as a result of any act of self-destruction or self inflictedINJURY, attempted suicide or suicide.
- 3.9) INSURED PERSON's participation or involvement in naval, military or air force operation, speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports, rafting and canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), hunting or equestrian activities, participation in any PROFESSIONAL SPORT,
- 3.10) The abuse or the consequences of the abuse of intoxicants or hallucinogenic substances such as drugs and alcohol, including smoking cessation programs and the treatment of nicotine addiction or any other substance abuse treatment or services, or supplies.
- 3.11) Venereal disease, sexually transmitted disease or ILLNESS; "AIDS" (Acquired Immune Deficiency Syndrome) and/or infection with HIV (Human immunodeficiency virus) including but not limited to conditions related to or arising out of HIV/AIDS such as ARC (AIDS related complex), Lymphomas in brain, Kaposi's sarcoma, tuberculosis.
- 3.12) Any treatment/ SURGERY for change sex or any cosmetic SURGERY or treatment/ SURGERY/ complication/ ILLNESS arising as a consequence thereof

- 3.13) Any CRITICAL ILLNESSarising out of , directly/ indirectly caused by, contributed to or aggravated by pregnancy (including voluntary termination), miscarriage, maternity or child birth (including through caesarean section), EXTERNAL CONGENITAL ANOMALY
- 3.14) Any CRITICAL ILLNESS based on a diagnosis made by any person who is not a SPECIALIST MEDICAL PRACTIONER
- 3.15) Any CRITICAL ILLNESS arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion

# Section. 4 Claim Procedure

### NOTIFICATION OF CLAIM

In the event of any ILLNESS or INJURY or occurrence of any other contingencywhich has resulted in an INSURED EVENT resulting in a Claim or may result in aClaim covered under the POLICY, the POLICY HOLDER/ INSURED PERSON, mustnotify Us either at the call center or in writing immediately andwithin 7 days of occurrence of such INSURED EVENT. The following details are to be provided at the time ofintimation of Claim:

- POLICY Number
- Name of the POLICY HOLDER
- Employee No./ HEGIC No.
- Name of the INSURED PERSON in whose relation the Claim is being lodged
- Nature of ILLNESS / INJURY
- Name and address of the attending MEDICAL PRACTITIONER and HOSPITAL
- Date of Occurrence of INSURED EVENT

### **Claim Documents Submission**

In case of any Claim for the INSURED EVENTs, the list of documents asmentioned below shall be provided by the POLICY HOLDER/ INSURED PERSON, immediately but not later than 30 days of date of occurrence of an INSURED EVENT, at own expense to avail the Claim. We may consider the delay in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which the INSURED PERSON was placed it was not possible from him or any other person to give notice or file claim within the prescribed time limit

### **Claim Documents**

- Duly completed and Claim Form in original signed by or on behalf of INSURED PERSON,
- All medical reports including but not limited to Discharge summary, Case history, MEDICAL PRACTITIONER'S referral letter, treatment paper, investigation reports
- A precise diagnosis for which a claim is made
- MEDICAL PRACTITIONER's prescription advising drugs / diagnostic tests / first consultation letter and subsequent prescriptions.
- Pathological / Radiological / Diagnostic test reports
- First Information Report/ Final Police Report, if applicable
- Death Certificate/ Death summary / Post mortem report, if available
- SPECIALIST MEDICAL PRACTITIONER's report confirming the diagnosis and occurrence of CRITICAL ILLNESS
- KYC documents where settlement amount is over 1 lac

Bank account details of the claimant for electronic settlement

If any time period is specifically mentioned against the Critical Illness for which the claim is made, then those documents/medical reports should be submitted to Us within 45 days of the completion of such period.

### **Claim Related Information**

For any claim related query, intimation of claim and submission of claim related documents, the POLICY HOLDER or INSURED PERSON may contact Usat

Health Claims Services Department

HDFC ERGO General Insurance Co. Ltd.

Stellar IT Park, Tower-1

5th Floor, C - 25, Sector 62

Noida – 201301

Toll Free: 1800 2 700 700 (Accessible from India only) Phone (UAN):1860 2000 700 (Local charges applicable) Fax (UAN): 1860 2000 600 (Local charges applicable)

Email: healthclaims@hdfcergo.com

### POLICY HOLDER'S / INSURED PERSON'S Duties at the time of Claim

- a) The POLICY HOLDER / INSURED PERSON must take reasonable steps ormeasure to avoid or minimize the quantum of any Claim that may be made under this POLICY.
- b) Forthwith intimate / file / submit a Claim in accordance with Section 4 of this POLICY.
- c) If so requested by Us, the INSURED PERSON will have to submit himself / herself for a medical examination including any Pathological / Radiological examination by Our nominated MEDICAL PRACTITIONER as often as it considers reasonable and necessary. The cost of such examination will be borne by Us.
- d) On occurrence of an INSURED EVENT which will lead to a Claim under thisPOLICY, the POLICY HOLDER/ INSURED PERSON shall:
  - Allow the MEDICAL PRACTITIONER or any of Ourrepresentatives to inspect the medical and Hospitalization records, investigate the facts and examine the INSURED PERSON
  - Assist and not hinder or prevent Our representatives in pursuance of their duties for ascertaining the admissibility of the Claim under the POLICY

### **Payment Terms**

We shall be under no obligation to make any payment under this POLICY unless We have been provided with the documentation and information which We have requested to establish the circumstances of the claim, its quantum or Our liability for it, and unless the INSURED PERSON has complied with his obligations under this POLICY.

We will only make payment to or at INSURED PERSON's direction. . In the event of the death of an INSURED PERSON, We will make payment to the Nominee (as named in the SCHEDULE).

Our total liability in aggregate for all claims under the POLICY for a specific INSURED PERSON shall not exceed the respective SUM INSURED of that INSURED PERSON.

We 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 means whether by the INSURED PERSON or by any other person acting on his behalf.

The payments under this POLICY shall only be made in Indian Rupees within India.

In case of claims for death of the INSURED PERSON, where a Nominee(s) has not been mentioned in the Proposal Form, the claim payment shall be made as per Indian succession law

Decision of District Magistrate will be binding in case any dispute arises with respect to deciding the Nominee(s) /Legal Heirs.

On receipt of the last NECESSARYDOCUMENT, We shall within a period of 30 days offer a settlement of the claim to the POLICY HOLDER/ INSURED PERSON. If We, for any reasons to be recorded in writing and communicated to the POLICY HOLDER/ INSURED PERSON, decide to reject a claim under the POLICY, it shall do so within a period of 30 days from the receipt of the investigation report or the additional investigation report, as the case may be

Upon acceptance of an offer of settlement by the INSURED PERSON, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured and within 30 days of the receipt of last NECESSARY DOCUMENT. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA (Protection of Policyholders Regulation), 2002. In case of delay in payment of any claim that has been admitted as payable by Us under the Policy terms and condition, beyond the time period as prescribed under IRDA (Protection of Policyholders Regulation), 2002, we shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us. For the purpose of th is clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate

### Section. 5 POLICYExtension

# 5.1) 30 days Waiting Period

In consideration of additional premium received by Usfrom the POLICY HOLDER, clause 3.1 of the POLICY under Section 3 titled EXCLUSIONS shall be modified to read as "CRITICAL ILLNESS, which occurs or manifests itself during the 30 days waiting period specified in POLICY SCHEDULE of the POLICY"

### 5.2) No waiting period

In consideration of additional premium received by Usfrom the POLICY HOLDER, clause 3.1 of the POLICY under Section 3 titled EXCLUSIONS shall stand deleted

# 5.3) 15 days SURVIVAL PERIOD

In consideration of additional premium received by Us from the POLICY HOLDER, clause 3.2 of the POLICY under Section 3 titled EXCLUSIONS shall stand modified to read as "In the event of Death of INSURED PERSON during the 15 days SURVIVAL PERIOD as specified in SCHEDULE of the POLICY following diagnosis of CRITICAL ILLNESS"

# 5.4) No SURVIVAL PERIOD

In consideration of additional premium received by Us from the POLICY HOLDER, clause 3.2 of the POLICY under Section 3 titled EXCLUSIONS shall stand deleted

### 5.5) Instalment Facility

The Policy may allow payment of Premium in instalments as per pre-defined term at the inception of cover. , A period of up to 15 days from the instalment due date shall be available to the Insured to make the payment. Post this period coverage under the policy shall stand withdrawn till such applicable instalment is paid. . Coverage shall be reckoned from the date of receipt of such instalment. Claims arising within such period shall not be considered as part of the Cover. Premium payable under this Policy will be in advance in the following manner:

In the case of monthly / quarterly / half yearly instalment premiums – before the beginning or within 15 days from commencement of each such period when the premium instalment is due.

### Section. 6 GeneralTerms and Conditions

a) The coverage under the POLICY is subject to waiting period of 30 or 90 or Zero (0) days as the case may be and stated in the POLICY SCHEDULE

The POLICY is also subject to SURVIVAL PERIOD of 15 or 30 or Zero (0) days as the case may be and stated in the POLICY SCHEDULE, the liability of the company arises only when INSURED PERSON survives such period.

However, if We become liable to make payment to any INSURED PERSON for any of the specified CRITICAL ILLNESS, then the insurance under this cover will cease as far as such INSURED PERSON is concerned and such INSURED PERSON will not be eligible for this cover in any future renewal policy period as well.

# b) Observance of Terms and Conditions

The due observance and fulfilment of the POLICY Terms & Conditions and ENDORSEMENTs of this POLICY in so far as they relate to anything to be done or complied with by the POLICY HOLDER / INSURED PERSON, shall be a CONDITION PRECEDENT to any of Our liability to make any payment under this POLICY.

### c) Material Change

The POLICY HOLDER shall immediately notify Us in writing of any material change in the risk on account of change in occupation / business at his own expense and We may adjust the scope of cover and/or premium, if necessary, accordingly.

# d) Records to be maintained

The POLICY HOLDER/ INSURED PERSON shall keep an accurate record containing all relevant medical records and shall allow Us or Our representative(s) to inspect such records. The POLICY HOLDER/ INSURED PERSON shall furnish such information as We may require under this POLICY at any time during the POLICY PERIOD and up to three years after the POLICY expiration, or until final adjustment (if any) and resolution of all Claims under this POLICY.

### e) No constructive Notice

Any knowledge or information of any circumstance or condition in relation to the POLICY HOLDER/ INSURED PERSON which is in possession of Us and not specifically informed by the

POLICY HOLDER / INSURED PERSON shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium

# f) Complete discharge

Payment made by Us to POLICY HOLDER or adult INSURED PERSON or the Nominee of the INSURED PERSON or the legal representative of the INSURED PERSON, as the case may be, of any Medical Expenses or compensation or benefit under the POLICY shall in all cases be complete and construe as an effectual discharge in favour of the Us.

# g) POLICY Cancellation

POLICY HOLDER may cancel this POLICY at any time by sending fifteen (15) days notice in writing to Us or by returning the POLICY and stating when thereafter cancellation is to take effect.

In the event of such cancellation the We shall retain premium for the period that this POLICY has been in force calculated in accordance with the short period rate table. However, there will be no refund of premium if INSURED PERSON have made a claim, or Insured person are entitled to make any claim under this POLICY

Period on Risk	Rate of Premium to be Charged	
Upto 1 month	25% of annual rate	
Upto 3 month	50% of annual rate	
Upto 6 month	75% of annual rate	
Exceeding 6 months	Full annual rate	

We may cancel this POLICY on grounds of misrepresentation, fraud, non disclosure of material facts, non cooperation by POLICY HOLDER, INSURED PERSON or anyone acting on POLICY HOLDER's behalf or on the behalf of INSURED PERSON. Such cancellation of the POLICY will be from inception date or the renewal date ( as the case may be) upon 30 days notice and by sending an ENDORSEMENT in this regard at POLICY HOLDER address shown in the SCHEDULE without refund of any premium.

### h) Arbitration

If any difference shall arise between the POLICY HOLDER and Us 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 Us and the POLICY HOLDER within 30 days after having been required so to do in writing by the other party and the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force, shall apply to such arbitration.

In case either Weor the POLICY HOLDER refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a 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 Our Corporate Office which is currently situated at 1st Floor, HDFC House, H.T. Parekh Marg, 165-166 Backbay Reclamation, Churchgate, Mumbai- 400020.

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as herein before provided if We have disputed or rejected liability under or in respect of this POLICY.

# i) POLICY Disputes

Any and all disputes or differences under or in relation to validity, construction, interpretation and effect to this POLICY shall be determined by the Indian Courts and subject to Indian law

### j) Portability:

Individual members including the family members covered under this group critical illness insurance policy shall have the right to migrate from such group policy to a suitable individual critical illness insurance policy or a family floater policy offered by Us provided that member shall apply to port the entire policy along with all the members of the family, if any, at least 45 days before the premium renewal date of his/ her existing group critical illness policy.

### k) POLICY Renewal

This POLICYshall ordinarily be renewable for lifelong only by mutual consent except for grounds such as mis-representation, fraud, moral hazard or non co-operation by the Insured and subject to payment in advance of the total premium at the rate in force at the time of renewal and subject to the POLICY is renewed within the Grace period of 30 days from date of Expiry. Unless renewed as herein provided, this POLICY shall automatically terminate at the expiry of the period for which premium has already been paid

### I) Alterations in the POLICY

This POLICY constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by a written ENDORSEMENT signed and stamped by Us. However upon the inception of the POLICY, the option to modify plan and/ or sum insured shall be available to POLICYHOLDER only at the time of POLICY renewal with US.

### m) Overriding effect of POLICYSCHEDULE

In case of any inconsistency in the terms and conditions in this POLICYvis-a-vis the information contained in the POLICYSCHEDULE, the information contained in the POLICYSCHEDULE shall prevail

### n) Withdrawal of the Product

We may decide to withdraw this product under which this POLICY is issued to POLICYHOLDER, in such case We will provide with an option to migrate to a substitute CRITICAL ILLNESS policy with us subject to PORTABILITY conditions.

We will give the notice to POLICYHOLDER in the event we may decide to withdraw the product. Such notice will be given to the POLICYHOLDER at least 3 months prior to the date when such withdrawal comes into effect.

The product will be withdrawn only after due approval from Insurance Regulatory and Development Authority. However, if the POLICYHOLDER do not respond to Our intimation in case of such withdrawal, the POLICY will be withdrawn on the renewal date

### o) Electronic Transactions

The POLICY HOLDER/ Insured Person agrees to adhere to and comply with all such terms and conditions as may be imposed for electronic transactions that We may prescribe from time to time which shall be within the terms and conditions of the contract, 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, tele-service 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 Us, for and in respect of the POLICY or its terms, , shall constitute legally binding and valid transactions when done in adherence to and in compliance with Our terms and conditions for such facilities, as may be prescribed from time to time which shall be within the terms and conditions of the contract.

# p) Insured Person

Insured Person means anyone for whom premium has been paid and who is identified in the SCHEDULE as an Insured Person. Only those person/s named as an Insured Person in the SCHEDULE shall be covered under this POLICY. Any eligible person may be added during the POLICY PERIOD after his application has been accepted by Us and additional premium has been received. Insurance cover for this person shall only commence once Wehave issued an ENDORSEMENT confirming the addition of such person as an Insured Person

If an Insured Person dies, he/ she will cease to be an Insured Person upon We receiving all relevant particulars in this regard. We will return a rateable part of the premium received for such person IF AND ONLY IF there are no claims in respect of that Insured Person under the POLICY.

Any Insured Person in the POLICY has the option to migrate to a similar CRITICAL ILLNESS INSURANCE POLICY available with Us at the time of renewal subject to underwriting with all the accrued continuity benefits such as waiver of waiting period etc. provided the POLICY has been maintained without a break as per PORTABILITY guidelines issued by IRDA.

### g) Communication

Any communication meant for Usmust be in writing and be delivered to its address shown in the POLICYSCHEDULE. Any communication meant for the POLICY HOLDER will be sent by the Us to his last known address or the address as shown in the POLICYSCHEDULE. All notifications and declarations for Us must be in writing andsent to the address specified in the POLICYSCHEDULE. Agents, brokers or any other persons or entity are not authorized to receive notices and declarations on Our behalf unless expressly stated to the contrary in writing.

### r) Fraud

If any claim is in any manner dishonest or fraudulent, or is supported by any dishonest or fraudulent means or devices, whether by POLICY HOLDER or the Insured Person or anyone acting on behalf of POLICY HOLDER or an Insured Person, then this POLICY shall be void and all benefits paid under it shall be forfeited.

### s) GrievancesRedressal Procedure

In case of any grievance, We may be contacted through any of the following:

- Our 24X7 Toll free number 1800-2700-700 from any Landline & Mobile or 1800-226-226 from MTNL or BSNL Phone
- For lodging a complaint online, email to Us at customer service desk at care@hdfcergo.com.

After investigating the matter internally, We will send its response within a period of 10 days. In case the resolution is likely to take longer time, Wewill inform POLICY HOLDER or INSURED PERSON of the same through an interim reply.

### Escalation Level 1

For lack of a response or if the response provided does not meet POLICY HOLDER's or INSURED PERSON's expectation, write to: grievance@hdfcergo.com

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

# Escalation Level 2

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

# **Escalation Level 3**

If after following Escalation Level 1 and 2 as stated above the issue remains unresolved, the POLICY HOLDER or INSURED PERSON may approach the Insurance Ombudsman for Redressal.

# Names of Ombudsman and Addresses of Ombudsmen Centres

Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27545441/27546139 Fax: 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Shri Raj Kumar Srivastava, Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar,Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.:- 0755-2769201/9202 Fax: 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
Shri B.N. Mishra, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Shri Manik Sonawane Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2705861 Fax: 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
ShriVirander Kumar, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /24335284 Fax: 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Smt. Sandhya Baliga, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23237539/23232481 Fax: 011-23230858 Email: bimalokpal.delhi@gbic.co.in

Insurance Ombudsman,

Office of the Insurance Ombudsman.

"JeevanNivesh", 5th Floor,

Near PanbazarOverbridge, S.S. Road,

**GUWAHATI-781 001 (ASSAM).** 

Tel.:- 0361-2132204/5 Fax: 0361-2732937

Email: bimalokpal.guwahati@gbic.co.in

ShriG.RajeswaraRao,

Office of the Insurance Ombudsman,

6-2-46, 1st Floor, Moin Court,

A.C. Guards, Lakdi-Ka-Pool,

HYDERABAD-500 004.

Tel: 040-65504123/23312122 Fax: 040-23376599

Email: bimalokpal.hyderabad@gbic.co.in

ShriP.K.Vijayakumar,

Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg.,

Opp. Cochin Shipyard, M.G. Road,

ERNAKULAM-682 015.

Tel: 0484-2358759/2359338 Fax: 0484-2359336

Email: bimalokpal.ernakulam@gbic.co.in

Shri K.B. Saha,

Office of the Insurance Ombudsman,

Hindustan Building. Annexe,

4th Floor, C.R. Avenue,

KOLKATA-700 072.

Tel: 033-22124339/22124340 Fax: 033-22124341

Email: bimalokpal.kolkata@gbic.co.in

Shri N.P. Bhagat,

Office of the Insurance Ombudsman.

Jeevan Bhawan, Phase-2,

6th Floor, Nawal Kishore Road,

Hazaratgani,

LUCKNOW-226 001.

Tel: 0522 -2231331/2231330 Fax: 0522-2231310

Email: bimalokpal.lucknow@gbic.co.in

Shri A.K. Dasgupta,

Office of the Insurance Ombudsman,

3rd Floor, Jeevan Seva Annexe,

S.V. Road, Santacruz(W),

MUMBAI-400 054.

Tel: 022-26106928/26106552 Fax: 022-26106052

Email: bimalokpal.mumbai@gbic.co.in

Shri Ashok.K. Jain,

Office of the Insurance Ombudsman.

Ground Floor, JeevanNidhi II,

Bhawani Singh Road,

Jaipur - 302005

Tel: 0141-2740363

Email: bimalokpal.jaipur@gbic.co.in

Shri A.K. Sahoo,

2<sup>nd</sup> Floor, Jeevan Darshan,

N.C. Kelkar Road,

Narayanpet,

**PUNE - 411030.** 

Tel: 020-32341320

Email: bimalokpal.pune@gbic.co.in

Shri M. Parshad,

Office of the Insurance Ombudsman,

24th Main Road, Jeevan Soudha Bldg.

JP Nagar, 1st Phase.

Bengaluru - 560025.

Tel No: 080-22222049/22222048

Email: bimalokpal.bengaluru @gbic.co.in

OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL

Smt. RammaBhasin, Secretary General,

Shri Y.R. Raigar, Secretary

3rd Floor, Jeevan Seva Annexe,

S.V. Road, Santacruz(W),

MUMBAI - 400 054

Tel: 022-26106889/6671

Fax: 022-26106949

Email- inscoun@gbic.co.in

# NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in

IRDA REGULATION NO 5: This POLICY is subject to regulation 5 of IRDA (Protection of POLICY HOLDER's Interests) Regulation.

# **SCHEDULE of Benefits - CRITICAL ILLNESS**

Plan		Gold	Platinum
	Sum Insured	As stated in SCHEDULE	
	CRITICAL ILLNESS covered		
1.	First Heart Attack of specified severity	✓	✓
2.	Open Chest CABG	✓	✓
3.	Stroke	✓	✓
4.	Cancer of specified severity	✓	✓
5.	Kidney Failure (End stage renal disease)	✓	✓
6.	Major Organ/ Bone Marrow Transplantation	✓	✓
7.	Open Heart Valve Replacement	✓	✓
8.	Permanent Paralysis of Limbs	✓	✓
9.	End Stage Liver Disease	✓	✓
10.	Multiple Sclerosis	✓	✓
11.	Coma	✓	✓
12.	Benign Brain Tumor		✓
13.	Primary Parkinson's Disease		✓
14.	Alzheimer's Disease		✓
15.	Aorta Graft SURGERY		✓
16.	Major Burns		✓
17.	Deafness		✓
18.	Loss of Speech		<b>√</b>

<sup>\*</sup>CRITICAL ILLNESS benefit is payable only Once during the Insured's lifetime regardless of the number of Critical Illness, incapacities or treatments suffered by him/her