# Sampoorna Suraksha

#### **Policy Wording**

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HDFC ERGO General Insurance Company Limited will provide the insurance cover detailed in the Policy to the Insured Person up to the Sum Insured subject to the terms and conditions of this Policy, your payment of premium and realisation thereof by us, and your statements in the Proposal, which is incorporated into the Policy and is the basis of it.

# A) Coverage

# **Section 1: Health Suraksha**

#### Section, 1 Benefits

Claims made in respect of any of the benefits below will be subject to the Basic Sum Insured and will affect the entitlement to a Renewal Incentive.

If any Insured Person suffers an Illness or Accident during the Policy Period that requires that Insured Person's Hospitalisation as an inpatient, then We will pay:

# a) In-patient Treatment

The Medical Expenses for:

- i. Room rent, boarding expenses,
- ii. Nursing,
- iii. Intensive care unit,
- iv. A Medical Practitioner,
- v. Anaesthesia, blood, oxygen, operation theatre charges, surgical appliances,
- vi. Medicines, drugs and consumables,
- vii. Diagnostic procedures,
- viii. The Cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure.

Global coverage for in-patient treatment is applicable and effective only if mentioned in the Schedule. A deductible of USD 100 applies for In-patient treatment outside India.

# b) Pre-Hospitalisation

The Medical Expenses incurred due to an Illness in 60daysimmediately before the Insured Person was Hospitalised, provided that:

- i. Such Medical Expenses were in fact incurred for the same condition for which the Insured Person's subsequent Hospitalisation was required, and
- ii. We have accepted an inpatient Hospitalisation claim under Benefit 1i) or Benefit 1iv)
- iii. Global coverage for pre-hospitalization treatment is applicable and effective only if mentioned in the Schedule. A deductible of USD 100 applies for pre-hospitalization expenses outside India.

## c) Post-hospitalisation

The Medical Expenses incurred in 90daysimmediately after the Insured Person was discharged post Hospitalisation provided that:

- Such costs are incurred in respect of the same condition for which the Insured Person's earlier Hospitalisation was required, and
- ii. We have accepted an inpatient Hospitalisation claim under Benefit 1i) or Benefit 1iv)
- iii. Global coverage for post-hospitalization treatment is applicable and effective only if mentioned in the Schedule. A deductible of USD 100 applies for post-hospitalization expenses outside India.

## d) Day Care Procedures

The Medical Expenses for a day care procedure or surgery mentioned in the list of Day Care Procedures in this Policy where the procedure or surgery is taken by the Insured Person as an inpatient for less than 24 hoursin a Hospital (but not the outpatient department of a Hospital). The expenses on Day Care Treatment at a healthcare facility which is NOT a Hospital will not be covered.

Global coverage for expenses towards day care procedures is applicable and effective only if mentioned in the Schedule. A deductible of USD 100 applies for expenses towards day care procedures outside India. For the global coverage all (not restricted to the list of Day Care Procedures)Medical Expenses for a day care procedure or surgery where the procedure or surgery is taken by the Insured Person as an inpatient for less than 24 hours in a Hospital (but not the outpatient department of a Hospital) are covered. The expenses on Day Care Treatment at a healthcare facility which is NOT a Hospital will not be covered.

## e) **Domiciliary Treatment**

The Medical Expenses incurred by an Insured Person for medical treatment taken at his home which would otherwise have required Hospitalisation\_because, on the advice of the attending Medical Practitioner, the Insured Person could not be transferred to a Hospital or a Hospital bed was unavailable, and provided that:

- i. The condition for which the medical treatment is required continues for at least 3days, in which case We will pay the Medical Expenses of any necessary medical treatment for the entire period, and
- ii. If We accept a claim under this Benefit We will not make any payment for Post-Hospitalisation expenses but We will pay Pre-hospitalisation expenses for upto 60 days in accordance with1 ii) above, and
- iii. No payment will be made if the condition for which the Insured Person requires medical treatment is:
  - (1) Asthma, Bronchitis, Tonsillitis and Upper Respiratory Tract infection including Laryngitis and Pharyngitis, Cough and Cold, Influenza,

- (2) Arthritis, Gout and Rheumatism,
- (3) Chronic Nephritis and Nephritic Syndrome,
- (4) Diarrhoea and all type of Dysenteries including Gastroenteritis,
- (5) Diabetes Mellitus and Insupidus,
- (6) Epilepsy,
- (7) Hypertension,
- (8) Psychiatric or Psychosomatic Disorders of all kinds,
- (9) Pyrexia of unknown Origin.
- iv. Global coverage for expenses towards domiciliary treatment is applicable and effective only if mentioned in the Schedule. A deductible of USD 100 applies for expenses towards domiciliary treatment outside India

# f) Organ Donor

The Medical Expenses for an organ donor's treatmentfor the harvesting of the organ donated, provided that:

- i). The organ donor is any person in accordance with The Transplantation of Human Organs Act, 1994 (amended) and other applicable laws and rules,
- ii). The organ donated is for the use of the Insured Person, and
- iii). We will not pay the donor's pre- and post-hospitalisation expenses or any other medical treatment for the donor consequent on the harvesting, and
- iv). We have accepted an inpatient Hospitalisation claim under Benefit 1i)
- v). Global coverage for expenses towards organ donor is applicable and effective only if mentioned in the Schedule. A deductible of USD 100 applies for expenses towards organ donor outside India

# g) Emergency Ambulance

We will reimburse the expenses incurred on an ambulance offered by a healthcare or ambulance service providerused to transfer the Insured Person to the nearest Hospital with adequate emergency facilities for the provision of health services following an emergency (namely a sudden, urgent, unexpected occurrence or event, bodily alteration or occasion requiring immediate medical attention), provided that:

- i. Our maximum liability shall be restricted to the amount mentioned in the Schedule of Benefits, and
- ii. We have accepted an inpatient Hospitalisation claim under Benefit1i)& 1viii)
- iii. Global coverage for expenses towards emergency ambulance is applicable and effective only if mentioned in the Schedule.

We will not cover Emergency Ambulance expenses for

- 1. Claims which have NOT been admitted under 1 i) and 1 iv)
- 2. A non- Emergency.
- 3. NON registered healthcare or ambulance service provider ambulances.

#### h) AYUSH Benefit

We will reimburse the expenses incurred as the Medical Expenses for In-patient treatment taken under 'Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systemsin a government hospital or in any institute recognized by government and/or accredited by Quality Council of India/National

Accreditation Board on Health or any other suitable institutionsprovided that:

- i). Hospitalisation is not for any evaluation or investigation
- ii). If We accept any claim under this benefit, then We will not make any payment under allopathic treatment of the same Insured Person and the same Illness or Accident under this policy
- iii). Global coverage for expenses towards AYUSH treatment is applicable and effective only if mentioned in the Schedule. A deductible of USD 100 applies for expenses towards AYUSH treatment outside India

## i) Newborn baby

We will cover Medical Expenses for any medically necessary treatment described as Inpatient Treatment Benefit while the Insured Person (the Newborn baby) is Hospitalized during the Policy Period as an inpatient provided a proposal form is submitted for the insurance of the newborn baby within 90 days after the birth, and We have accepted the same and received the premium sought.

Under this benefit, Coverage for newborn baby will incept from the date the premium has been received.

The coverage is subject to the policy exclusions, terms and conditions.

This Benefit is applicable if Maternity benefit is opted and We have accepted a maternity claim under this Policy.

Global coverage for expenses towards new born baby is applicable and effective only if mentioned in the Schedule. A deductible of USD 100 applies for expenses towards new born baby outside India. This Benefit is Optional benefit and hence is applicable only if the respective plan is chosen

# **Optional Benefits**

## Section. 2 Optional Benefits (Available in selective Plans on payment of additional premium)

Claims made in respect of any of the benefits below will not be subject to the Basic Sum Insured and will not affect the entitlement to a Renewal Incentive.

The benefits below are optional and each is only effective if shown in the Schedule to be effective.

## a) Maternity Expenses

We will pay the Medical Expenses for a delivery (including caesarean section) while Hospitalised or the lawful medical termination of pregnancy during the Policy Period from the commencement of the first Health Suraksha policy with us, limited upto 2 deliveries; or 1 delivery & 1 termination; or 2 terminations during the lifetime of the Insured Person, provided that:

- i. Our maximum liability per delivery or termination shall be limited to the amount specified in the Schedule of Benefits, and
- ii. We will pay the Medical Expenses of pre-natal and post-natal expenses per delivery or termination upto the amount stated in the Schedule of Benefits, and

- iii. We will cover the Medical Expenses incurred for the medically necessary treatment of the new born baby upto the amount stated in the Schedule of Benefitsunless the new born baby is covered under 1 ix).
- iv. This benefit is available for Self or Spouse (as may be applicable)in a family floater under this policy, and
- v. Pre- and post-hospitalisation expenses under 1ii) and 1iii)are not covered under this benefit, and
- vi. The Insured Person must have been an Insured Person under Health Suraksha Policy for a period of 4 years continuously and without any break, and
- vii. We will not cover ectopic pregnancy under this benefit (although it shall be covered under 1i)).
- **viii.** Global coverage for maternityexpenses is applicable and effective only if mentioned in the Schedule.

# b) **Outpatient Dental Treatment**

If You renew this Policy with Us for 3 consecutive years without a break, then from the fourth year onwards We will pay 50% of the reasonable costs of any necessary dental treatment taken from a Network dentist by an Insured Person who has been covered under this policy benefit for the previous 3 Policy Years, provided that:

- i. Our maximum liability shall be limited to the amount specified in the Schedule of Benefits, and
- ii. We will only pay for X-rays, extractions, amalgam or composite fillings, root canal treatments and prescribed drugs for the same, and
- iii. We will not pay for any dental treatment that comprises cosmetic surgery, dentures, dental prosthesis, dental implants, orthodontics, orthognathic surgery, jaw alignment or treatment for the temporomandibular (jaw) joint, or upper and lower jaw bone surgery and surgery related to the temporomandibular (jaw) unless necessitated by an acute traumatic injury due to an accident or cancer.
- iv. Global coverage for expenses towards outpatient dental treatment is applicable and effective only if mentioned in the Schedule.

# c) Spectacles, Contact Lenses, Hearing Aid

In every third year that an Insured Person is insured without a break under a Health SurakshaPolicy with Us, We will pay upto 50% of the actual cost of either:

- i. One pair of spectacles or contact lenses, or
- ii. A hearing aid, excluding batteries.

## Provided that:

- i) If the costs claimed are incurred as Outpatient Treatment expenses then these items must be prescribed by a Network EYE/ENT specialisedMedical Practitioner, and
- ii) Our maximum liability shall be limited to the amount mentioned in the Schedule of Benefits, and
- iii) Under a Family Floater, Our liability shall be limited to either one pair of spectacles or hearing aid per family.
- iv) Global coverage for expenses towards Spectacles, Contact Lenses, Hearing Aid is applicable and effective only if mentioned in the Schedule.

## d) E-Opinion in respect of a Critical Illness

- i. If an Insured Person suffers a Critical Illness during the Policy Period, and no previous claim has been made for this E-Opinion benefit in the Policy Period, then at the Insured Person's request, We will arrange a second opinion from a Medical Practitioner selected by the Insured Person from Our panel. The second opinion will be based only on the information and documentation provided to the Medical Practitioner by or on behalf of the Insured Person, and the second opinion will be sent directly to the Insured Person by the Medical Practitioner.E-opinion under this clause is applicable for only those Critical illnesses that are defined in this policy
- ii. In opting for this benefit and deciding to obtain an E-opinion, each Insured Person expressly notes and agrees that:
  - (1) It is entirely for the Insured Person to decide whether to obtain an E-opinion, from which person from Our Panel to take the E-opinion and the use (if any) to which the E-opinion so obtained is put.
  - (2) We do not provide an E-opinion or make any representation as to the adequacy or accuracy of the same, the Insured Person's or any other person's reliance on the same, or the use to which the E-opinion is put.
  - (3) We assume no responsibility for and will not be responsible for any actual or alleged errors, omissions or representations made by any Medical Practitioner or in any E-opinion or for any consequences of any action taken or not taken in reliance thereon.
- iii. Global coverage for E-opinion in respect of a Critical Illnessis applicable and effective only if mentioned in the Schedule.

#### e) Convalescence Benefit

If We have accepted a claim under Benefit 1 i) and the period of hospitalisation has exceeded 10 consecutive and continuous days, then We will pay a lumpsum amount towards convalescence, provided that Our maximum liability will be limited to the amounts specified in the Schedule of benefits. Global coverage for convalescence is applicable and effective only if mentioned in the Schedule.

# Section. 3 Critical IllnessBenefit – Optional Benefit(Available in selective Plans on payment of additional premium)

Claims made in respect of any of the benefits below will not be subject to the Basic Sum Insured and will not affect the entitlement to a Renewal Incentive.

a) If the Schedule shows that the Critical Illness benefit is effective, then We will pay the Critical Illness Sum Insured as a lump sum in addition to Our payment under 1)i), provided that:

- The Insured Person is first diagnosed as suffering from a Critical Illness during the Policy Period, and
- ii. The Insured Person survives for at least 30 days following such diagnosis.
- iii. Critical illness covered under this benefit are only those illnesses that are defined under Section B

# b) We will not make any payment if:

- i. The Insured Person is first diagnosed as suffering from a Critical Illness within 90 days of the commencement of the Policy Period or the Insured Person has not previously been insured continuously and without interruption under this Health SurakshaPolicy.
- ii. This benefit shall automatically terminates upon the occurrence of Critical Illness, without prejudice of Our obligation to make payment, with reference to that Insured Person
- iii. If mentioned in the policy schedule this benefit will be applicable to the eldest member of the family
- c) Benefits under section 1 and 2( if opted) will continue even after payout under Section 3. Insured will be eligible for any claim under Section 1 and 2 upto our maximum liability restricted to the amount stated in schedule of benefits.
- d) This benefit will be provided with a life-long renewability

# Section. 4 Hospital Daily Cash benefit – Optional Benefit(Available in selective Plans on payment of additional premium)

Claims made in respect of any of the benefits below will not be subject to the Sum Insured. However would not be entitled to avail cumulative bonus in the subsequent year

If the Schedule shows that the Hospital Daily Cash benefit is effective, then We will pay a daily cash amount for each continuous and completed period of 24 hours that the Insured Person is Hospitalised in addition to Our payment under 1)i), provided that:

- a) We will pay twice the daily cash amount for each continuous and completed period of 24 hours that the Insured Person spends in an intensive care unit, subject to a maximum of seven days.
- b) Our maximum liability shall be restricted to the amount mentioned in the Schedule of Benefits, and
- c) We have accepted an inpatient Hospitalisation claim under Benefit 1i), and
- d) If mentioned in the policy schedule this benefit will be applicable to the eldest member of the family
- e) This benefit will be provided with a life-long renewability
- f) Global coverage for Hospital Daily Cash benefitis applicable and effective only if mentioned in the Schedule.

# Section. 5 Regain Benefit – Optional Benefit(Available in selective Plans on payment of additional premium)

Thisbenefit is optionaland only effective if mentioned in the Schedule..

If the Basic Sum Insured is exhausted due to claims made and paid during the Policy Year or made during the Policy Year and accepted as payable, then it is agreed that a Regain Sum Insured (equal to 100% of the Basic Sum Insured) will be automatically available for the particular policy year, provided that:

- a) The Regain Sum Insured will be enforceable only after the Basic Sum Insured inclusive of the no claim Bonus if any has been completely exhausted in that year; and
- b) The Regain Sum Insured can be used for claims made by the Insured Person in respect of the benefits stated in Section 1i) to 1 ix).
  - The Regain Sum Insured can be used for only future claims made by the Insured Person and not against any claim for an illness/disease (including its complications) for which a claim has been paid in the current policy year under Section Section 1i) to 1 ix).
- c) The Regain Sum Insured will only be applied once for the Insured Person during a Policy Year;
- **d)** If the Regain Sum Insured is not utilised in a Policy Year, it shall not be carried forward to any subsequent Policy Year.

If the Policy is a Family Floater, then the Regain Sum Insured will only be available in respect of claims made by those Insured Persons who were Insured Persons under the Policy before the Sum Insured was exhausted.

The Regain benefit would be applicable on benefits under Section Section 1i) to 1 ix). Only on Sum Insured of Rs. 3,00,000 and above.

If Section 5 is selected then Section 7 cannot be opted for.

Once the Regain benefit is availed, it cannot be withdrawn by the Insured at subsequent renewals

Global coverage for Regain benefitis applicable and effective only if mentioned in the Schedule.

# Section. 6 Enhanced Cumulative Bonus Benefit– Optional Benefit(Available in selective Plans on payment of additional premium)

This benefit is optional and only effective ifmentioned in the Schedule.

This benefit shall be subject to all guidelines in section 8, except that Cumulative Bonus stated in Section 8a iii shall automatically increase to 10% and the maximum cumulative bonus shall not exceed 100% of Base Sum Insured. Cumulative bonus thus applied would automatically decrease by 10% of the Basic Sum Insured in that following Policy Year in case of a claim.

Once the Enhanced Cumulative Bonus benefit is availed by the Insured, it cannot be withdrawn by the Insured at subsequent renewals

Global coverage for Enhanced Cumulative Bonus benefit is applicable and effective only if mentioned in the Schedule.

# Section. 7 Co-Payment – Optional Benefit

If the Schedule shows that the Co-Payment is effective, thenCo-Pay option as selected by the insured and displayed on the schedule as a percentage will be applicable on all claims admissible under Benefit in Section1i) to 1 ix) and Section 2 ilf Section 7 is selected then Section 5 cannot be opted for.

Once the Co-Payment option is availed by the Insured, it cannot be withdrawn by the Insured at subsequent renewals

#### Section. 8 Renewal Incentives

## a. Cumulative Bonus

- a) If no claim has been made under the Section 1 of thisPolicy and the Policy is renewed with Us without any break, We will apply a cumulative bonus to the next Policy Year by automatically increasing the Sum Insured for the next Policy Year by 5% of the Basic Sum Insured for this Policy Year. The maximum cumulative bonus shall not exceed 50% of the Basic Sum Insured in any Policy Year.
- b) In relation to a Family Floater, the cumulative bonus so applied will only be available in respect of claims made by those Insured Persons who were Insured Persons in the claim free Policy Year and continue to be Insured Persons in the subsequent Policy Year.
- c) If a cumulative bonus has been applied and a claim is made, then in the subsequent Policy Year We will automatically decrease the cumulative bonus by 5% of the Basic Sum Insured in that following Policy Year. There will be no impact on the inpatient sum insured only the accrued cumulative bonus will be decreased
- d) Portability benefits will be offered to the extent of sum of previous sum insured and accrued cumulative bonus (if opted for), portability benefit shall not apply to any other additional increased sum insured.
- e) In policies with a two year Policy Period, the application of above guidelines of Cumulative Bonus shall be post completion of each policy year i.e.at the renewal of the policy; the cumulative bonus of two completed years (One policy period) shall be applied.
- f) In policies with a three year Policy Period, the application of above guidelines of Cumulative Bonus shall be post completion of each policy year i.e.at the renewal of the policy; the cumulative bonus of three completed years (One policy period) shall be applied.

## b. Health Check-up

i. If no claim has been made in respect of any benefits and You have maintained an Health SurakshaPolicy with Us for a period of 4 years without any break, then in the every fifth year, We will pay upto the percentage (mentioned in the Schedule of Benefits) of the Sum Insured for this Policy Year

- or the subsequent Policy Years (whichever is lower) towards the cost of a medical check-up for those Insured Persons who were insured for the number previous Policy Years mentioned in the Schedule.
- **ii.** Incase of family floater, if any of the members have made a claim under this policy, the health checkup benefit will not be offered to the whole family.

# **Section 2: Critical Illness Insurance**

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

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

# Section 3: my:healthMedisure Super Top Up Insurance

If during the **PolicyPeriod**, You suffer from any illness or accident which requires Hospitalization as an inpatient, We will reimburse the amount of such Medical Expenses as per the benefits given below, in excess of Aggregate Deductible and subject to a maximum of the **Sum Insured** as stated in the Schedule.

## 1. In-patient Hospitalization Expenses:

If any Insured Person suffers an Illness or Accident during the Policy Period requiring Inpatient Hospitalization, We will pay the Medical Expenses incurred for

- 1.1 Room Rent/ Boarding & Nursing;
- 1.2 ICU Rent/Boarding & Nursing;
- 1.3 Fees of Surgeon, Anesthetist, Nurses and Specialists;
- 1.4 Cost of Operation Theatre, diagnostic tests, medicines, blood, oxygen and cost of prosthetic and other devices or equipment if implanted internally like pacemaker during a surgical procedure.

Occurrence of same illness after a lapse of 45 days will be considered as fresh illness for the purpose of this Policy

## 2. Pre-Hospitalization Medical Expenses -

The Medical Expenses incurred in the 30 days immediately before You were Hospitalized, provided that:

- i. Such Medical Expenses were in fact incurred for the same condition requiring subsequent Hospitalization, and;
- ii. We have accepted the Claim under Scope of Cover 1 "In-patient Hospitalization expenses".

## 3. Post Hospitalization Medical Expenses -

The Medical Expenses incurred in the 60 days immediately after You were discharged, provided that:

- i. Such Medical Expenses were in fact incurred for the same condition for which Your Hospitalization was required, and;
- ii. We have accepted the Claim under Scope of Cover 1, "In-patient Hospitalization expenses".

## 4. Day Care treatment -

The Medical Expenses for a day care treatment where the procedure or surgery

- is undertaken is under General or Local Anaesthesia in a Hospital/Day care centre for less than 24 hours because of technological advancement, and
- which would have otherwise required hospitalization of more than 24 hours
- does not cover any treatment in an outpatient department or diagnostic procedures.

Please refer annexure 1 at the end of this document for indicative list of covered Day Care treatments

# **Section 4: HDFC ERGO Hospital Cash Insurance**

If any Insured Person suffers an Illness or Accident during the Policy Period that requires Hospitalization as an inpatient, then

- a) For hospitalization in Ward, We will pay to the Insured Person daily cash amount for each continuous and completed period of 24 hours hospitalization.
- b) For hospitalization in an intensive care unit, We will pay twice the daily cash amount for each continuous and completed period of 24 hours that the Insured Person spends in an intensive care unit, subject to a maximum of seven days for each hospitalization.

In the event of a transfer from Ward to Intensive Care Unit and vice versa, the hospitalization would be regarded as continuous and the daily benefit payable would be as per the limits stated above.

It is further clarified that on the day of such shift, We would pay the benefit as stated in clause a).

Provided that Our maximum liability shall be restricted to the amount and period mentioned in the Schedule.

# **Section 5: Personal Accident Insurance**

# 1. Accidental Death

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

# Specific Extensions

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

# **Specific Conditions**

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

#### 2. Permanent Disablement

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

## **Specific Extensions**

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

# **Specific Provisions**

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

## **Specific Conditions**

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

## Specific Definitions for all Tables of Benefits

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

## Specific Definitions for Table (A)

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

#### Specific Definitions for Table (B)

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

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

**Loss** used with reference to **Limb** and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

# TABLE OF BENEFITS - TABLE (A)

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

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

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

# TABLE OF BENEFITS - TABLE (C)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1) Permanent Total Disablement	100%
Permanent and incurable insanity	100%
3) Permanent Total Loss of two <b>Limbs</b>	100%
4) Permanent Total <b>Loss of Sight</b> in both eyes	100%
5) Permanent Total <b>Loss of Sight</b> of one eye and one <b>Limb</b>	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%
9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out <b>Daily Activities</b> essential to life without full time assistance	100%
10) Permanent Total <b>Loss of Hearing</b> in both ears	75%
11) Permanent Total Loss of one <b>Limb</b>	50%
12) Permanent Total <b>Loss of Sight</b> of one eye	50%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%

17) Permanent Total Loss of use of one thumb of either hand:	
a) Both joints	20% 10%
b) One joint	
18) Permanent Total Loss of one finger of either hand:	
a) Three joints	5%
1	3.5%
b) Two joints	2%
c) One joint	
19) Permanent Total Loss of use of toes:	
a) All – one foot	450/
b) Big – both joints	15% 5%
b) big – botti joints	2%
c) Big – one joint	2%
d) Other than Big – each toe	
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%
23) Permanent disablement not otherwise provided for under Items 2-22 inclusive up to a maximum of	75%

# **TABLE OF BENEFITS - TABLE (D)**

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

13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
17) Permanent Total Loss of use of one thumb of either hand:	
a) Both joints	20% 10%
b) One joint	
18) Permanent Total Loss of one finger of either hand:	
a) Three joints	5%
b) Two joints	3.5% 2%
c) One joint	
19) Permanent Total Loss of use of toes:	
a) All – one foot	15%
b) Big – both joints	5% 2%
c) Big – one joint	2%
d) Other than Big – each toe	
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%

## 3. In-Hospital Medical Expenses - Accident Only

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

## **Specific Conditions**

- Usual and Reasonable In-Hospital Medical Expenses shall include and be limited to the following services:
  - a) charges for semi-private **Hospital** room and board, use of the operating room, emergency room, and **Ambulatory Medical Centre**
  - b) fees of Physicians.
  - c) charges for laboratory tests, ambulance service (to or from the **Hospital**), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial **Limbs** or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
  - d) charges for a registered nurse (R.N).

2) If an **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

# **Specific Definitions**

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

## **Specific Exclusions**

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

- 1) any Usual and Reasonable In-Hospital Medical Expenses before the Period of Insurance.
- 2) any dental work.
- 3) any claim caused by or arising from or due to **Sickness** of any and every kind.
- 4. Emergency Medical Expenses Accident Only

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

# **Specific Conditions**

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

# **Specific Definitions**

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

## **Specific Exclusions**

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

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

#### 5. Emergency Medical Expenses

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

# **Specific Conditions**

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

# **Specific Definitions**

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

## **Specific Exclusions**

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

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

## 6. Hospital Cash - Accident Only

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

# **Specific Provisions**

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

# **Special Conditions**

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

## 7. Hospital Cash & Home Convalescence - Accident Only

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

## **Specific Provisions**

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

## **Specific Conditions**

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

#### 8. Hospital Cash - Accident & Sickness

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

## **Specific Provisions**

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

## **Specific Conditions**

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

## 9. Hospital Cash & Home Convalescence - Accident & Sickness

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

# **Specific Provisions**

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

# **Specific Conditions**

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

## 10.Broken Bones

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

# **TABLE OF BENEFITS**

	Fracture	% of Sum Insured
1)	Fractures of the Skull: a) Compound fracture with damage to the brain tissue	
	b) Compound fracture without damage to the brain tissue	100 75 50
	c) All other fractures	
2)	Fractures of hip or pelvis (excluding thigh or coccyx):  a) Multiple fractures (at least one compound & one complete)	
	b) All other compound fractures	100 50
	c) Multiple fractures, at least one complete	30 20
	d) All other fractures	
3)	Fracture of thigh or heel:  a) Multiple fractures (at least one compound & one complete)	
	b) All other compound fractures	50 40
	c) Multiple fractures, at least one complete	30 20
	d) All other fractures	
4)	Fracture of Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower Arm (including wrist, but excluding Colles-type fracture):	
	a) Multiple fractures (at least one compound & one complete)	40
	b) All other compound fractures	30 20
	c) Multiple fractures, at least one complete	12
	d) All other fractures	
5)	Fractures of Lower Jaw:	

	a) Multiple fractures (at least one compound & one complete)	30
	a) Multiple fractures (at least one compound & one complete)	
		20
	b) All other compound fractures	16
		8
	c) Multiple fractures, at least one complete	
	, , , , , , , , , , , , , , , , , , , ,	
	d) All other fractures	
6)	Fractures of Shoulder Blade, Kneecap, Sternum, Hand	
<b>'</b>	(excluding fingers and wrist), Foot (excluding toes and heel):	
	a) All compound fractures	
	a) All compound fractures	20
	L.\ All -41	10
	b) All other fractures	
7)	Colles type fracture to the Lower Arm:	
	a) Compound	20
		_ ·
	b) Other	10
8)	Fractures of Spinal Column (Vertebrae but excluding coccyx):	
,	a) All compression fractures	
	a) All compression fractares	20
	h\ All animates transporter and all all freetoms	<del>-</del>
	b) All spinous, transverse process or pedicle fractures	20
		10
	c) All other vertebral fractures	
9)	Fractures of Rib or Ribs, Cheekbone, Coccyx, Upper Jaw,	
	Nose, Toe and toes, finger or fingers:	
	a) Multiple fractures (at least one compound & one complete)	
	, , , , , , , , , , , , , , , , , , ,	
	b) All other compound fractures	16
		12
	a) Multiple for at two at least one computate	8
	c) Multiple fractures, at least one complete	4
		_
	d) All other fractures	

#### **Specific Conditions**

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

# 11.Burns

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** whilst on a **Common Carrier** which directly and independently of all other causes results in second or third degree burns, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Table of Benefits up to the Total **Sum** 

**Insured** in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

#### **TABLE OF BENEFITS**

			Description	Percentage of Total Sum Insured
1)	Head	a)	Third degree burns of 8% or more of the total head surface area	100%
		b)	Second degree burns of 8% or more of the total head surface area	50%
		c)	Third degree burns of 5% or more, but less than 8% of the total head surface area	80%
		d)	Second degree burns of 5% or more, but less than 8% of the total head surface area	40%
		e)	Third degree burns of 2% or more, but less than 5% of the total head surface area	60%
		f)	Second degree burns of 2% or more, but less than 5% of the total head surface area	30%
2)	Rest of Body	a)	Third degree burns of 20% or more of the total body surface area	100%
		b)	Second degree burns of 20% or more of the total body surface area	50%
		c)	Third degree burns of 15% or more, but less than 20% of the total body surface area	80%
		d)	Second degree burns of 15% or more, but less than 20% of the total body surface area	40%
		e)	Third degree burns of 10% or more, but less than 15% of the total body surface area	60%
		f)	Second degree burns of 10% or more, but less than 15% of the total body surface area	30%
		g)	Third degree burns of 5% or more, but less than 10% of the total body surface area	20%
		h)	Second degree burns of 5% or more, but less than 10% of the total body surface area	10%

# **Specific Conditions**

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

## 12.Last Rites Costs - Accident & Sickness

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results within one (1) calendar month of the **Date of Loss** in death, then the

Company agrees to pay to the Insured Person's Beneficiary or legal representative the Compensation stated in the Schedule towards the cost of the last rites of the Insured Person.

# 13.In Hospital Surgery Benefit

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

# **Specific Conditions**

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

# **Specific Definitions**

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

# **Specific Exclusions**

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

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

## **Table Of Benefits**

Description of surgical procedure	The Benefit
Description of surgical procedure	Expressed as

			a % of Sum Insured
1)		domen	
	a)	Two or more surgical procedures performed through the same	
		abdominal incision will be considered as one operation.	
		i) Appendectomy	50
		ii) Resection of bowel	70
		iii) Resection of stomach	70
		iv) Gastro-enterostomy	60
		v) Removal of gall-bladder	70
		vi) Laparotomy for diagnostic or treatment purposes or the removal of one or more organs, unless herein provided	50
		vii) Laparoscopy for diagnostic or treatment purposes	50
2)	Ab	scess	
	a)	Incision of superficial abscess, boil or furuncle, one or more	50
		Treatment of carbuncle or abscess requiring a <b>Hospital</b> stay, one or more	10
3)	Am	putation Of	
	a)	one finger or one toe	10
	b)		20
	c)		40
	d)	thigh at hip	70
4)		east	70
•,	a)	Mastectomy of one or both, radical with resection into axilla	70
	b)	Mastectomy one or both, partial	40
5)	Ch		40
<i>J</i>		Complete thoracoplasty	100
	a) b)	Removal of lung or portion of lung	70
	c)	Thoracoscopy for diagnostic, or treatment purposes	20
	<u>d)</u>	Bronchoscopy – diagnostic	10
	e)	Bronchoscopy - operative, excluding biopsy	20
	f)	Cardiac surgery involving valvular replacement	100
	<u>g)</u>	Cardiac surgery involving bypass surgery	75
•	<u>h)</u>	Cardiac surgery involving angioplasty	50
6)	Ea		
	a)	Myringotomy	5
	<u>b)</u>	Mastoidectomy – radical – one side	50
	c)	Mastoidectomy – radical – both sides	60
	d)	Fenestration, one or both sides	100
7)	Es	ophagus	
	a)	Operation for stricture	40
	b)	Gastroscopy	10
8)	Ey		
	a)	Detached retina – multiple fusions	100
	b)	Cataract	50
	c)	Glaucoma	30
	d)	Removal of eyeball	30
	e)		20
	f)	Incision of sty or chalazion	5
9)		actures treatment of simple	

	E 15 1 1 1 500/ 1 1 1 1 500/ 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
a)	For compound fractures the benefit is increased by 50%, but will not	
L.X	exceed the Total <b>Sum Insured</b> in the Schedule.	
D)	For fractures requiring an open operation including bone grafting or	
	bone splicing, the benefit is increased by 100%, but will not exceed the Total <b>Sum Insured</b> in the Schedule.	
		4.5
	i) Collar bone, shoulder blade, or forearm, one bone	15
	ii) Coccyx, tarsals, metatarsals or Talar bone	10
	iii) Thigh	40
	iv) Upper arm or leg	25
	v) Fingers or toes, each, or rib	5
	vi) Forearm – two bones, knee cap, or pelvis not requiring traction	20
	vii) Leg, two bones	30
	viii) Jaw, lower	20
	ix) Carpals, metacarpals, nose, ribs (two or more) or Sternum	10
	x) Pelvis, requiring traction	30
	xi) Vertebrae, transverse processes, each	5
	xii) Vertebrae, compression fracture, one or more	40
	xiii) Wrist	10
10) Ge	nito – Urinary Tract	
a)		70
b)	Fixation of kidney	70
c)	Laparotomy for diagnostic or treatment purposes of tumours or stones	00
,	in kidney, urethra, or bladder by Invasive Surgery	60
d)	Laparotomy for diagnostic or treatment purposes or the removal of	
,	tumours or stones in kidney, urethra, or bladder by cauterisation,	20
	endoscopic means or lithotripsy	
e)	Stricture or urethra – open operation	30
f)	intra-urethral by Invasive Surgery	15
g)	Prostrate entire removal of open operation – complete procedure	70
h)	Prostrate partial removal – by endoscopic means	25
i)	Prostrate by other cutting operation	50
i)	Orchidectomy or epididymectomy	25
k)	Hydrocele or variocele	10
1)	Removal of fibroid tumours, without abdominal approach	20
1) Th		
a)	partial or total removal of thyroid, including all stages of operative	
u)	procedure	70
2) He		
a)	Invasive Surgery – single hernia	20
b)	Invasive Surgery – double hernia	25
c)	Radical operation, including injection treatment for cure of single	
٠,	hernia	40
d)	Radical operation, including injection treatment for cure of double	
u)	hernia	50
13) .loi	nts And Dislocations	
	For dislocations requiring an open operation the benefit is increased by	
u)	100%, but will not exceed the Total <b>Sum Insured</b> in the Schedule.	
	i) Incision into joint for disease or disorder, except as herein	
		15
	otherwise provided and except tapping	
	otherwise provided and except tapping  ii) Arthroscopy of shoulder, elbow, hip or knee joint, tapping excepted	40

	hip or spine	
	iv) Excision , open fixation, disarticulation or arthoplasty on knee,	0.5
	elbow, wrist or ankle	35
	v) Dislocation of fingers or toes, each	5
	vi) Dislocation of shoulder or elbow, wrist or ankle	15
	vii) Dislocation of lower jaw	5
	viii) Dislocation of hip or knee, knee cap excepted	20
	ix) Dislocation of knee cap	5
14) No	se	
a)	Intranasal sinus operation	15
b)	extra nasal sinus operation	35
c)	polyps, removal one or more	5
d)	submucous resection	25
e)	turbinectomy	10
15) Pa	racentesis tapping of:	
a)	Abdomen	10
b)	chest or bladder, catheterization excepted	5
c)	ear drum, hydrocele, joints or spine	5
16) Re	ctum And Rectoscopy	
<u>,</u> a)	radical resection for malignancy, all stages including colostomy	100
b)	haemorrhoids, external only, excision – complete procedure	10
c)	haemorrhoids internal or internal and external including prolapsed	
,	rectum, total for excision or complete injection treatment	20
d)	fistula in ano	15
e)	fissure in ano	5
f)	rectoscopy with or without biopsy	10
g)	colonoscopy with or without biopsy	15
h)	other cutting operations on rectum	20
17) Sk		-
<u>, a</u>	Craniotomy for urgent removal of hematoma	100
b)	Craniotomy involving vascular surgery	75
c)	Craniotomy for removal of tumours	75
18) Th		
	Tonsillectomy or tonsillectomy and adenoidectomy for adults and	
,	children 15 years of age and older	15
b)	Tonsillectomy or tonsillectomy and adenoidectomy for children under	10
,	15 years of age	10
c)	use of laryngoscope for diagnosis	5
19) Tu	mours- súrgical removal of:	
	Malignant tumours except those of the mucous membrane, skin and	F0
,	subcutaneous tissue	50
b)	Malignant tumours of the mucous membrane, skin and subcutaneous	25
	tissue	25
c)	Pilonidal sinus or cyst, cutting operation	25
d)	benign tumours of the testicle or breast	20
e)	ganglion	5
f)	benign tumours, one or more, except as otherwise herein provided	10
g)	varicose – complete procedure on all veins whether cutting operation	20
	or injection treatment – one leg	20
h)	varicose – complete procedure on all veins whether cutting operation	30
,	or injection treatment – two legs	

# 14. Temporary Total Disablement - Accident Only

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

# **Specific Conditions**

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

## **Specific Definitions**

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

## Specific Exclusions

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

# 15. Temporary Total Disablement- Accident And Sickness

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

## **Specific Conditions**

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

## **Specific Definitions**

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

#### 16. Hostage Release Fees

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

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

## **Specific Definitions**

- 1. **Informant** means any person providing information solely in return for monetary payment paid or promised by the **Policyholder**.
- Insured Person: Specific to this Section and in addition to the Insured Person(s) stated in the Schedule, an Insured Person shall also include:
  - a) Immediate Family Member of an Insured Person.
  - b) a person legally resident in the household of an **Insured Person**.
  - c) accompanying travel companion of the Insured Person.

- 3) Kidnap or Kidnapped means the wrongful abduction and holding under duress or by fraudulent means of any Insured Persons by any person or group making a Ransom demand or series of Ransom demands for the release of such Insured Persons.
- 4) Ransom means the amount demanded by any person or group who have **Kidnapped** the **Insured Person**, or the amount paid to a person or group for the release of the **Insured Person**.

# **Specific Exclusions**

The Company will not be liable for:

- 1) Any Ransomamount.
- 2) any amount paid to an **Informant** or **Informant**s.
- 3) any fraudulent, dishonest, or criminal acts of the Insured Person.
- 4) AnInsured Person being Kidnappedby an Immediate Family Member.
- 5) Any **Kidnap** occurring in South America, Mexico or the Philippines.

#### 17.Assault

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

# **Specific Conditions**

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

## **Specific Definitions**

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

## **Specific Exclusions**

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

# 18. Mobility Extension

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

1) a self-powered, climbing wheelchair; and/or

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- 2) his/her motor vehicle with the controls suitably adjusted; and/or
- 3) a lift, necessary ramps, railings and holds to usual place of residence,

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

## 19.Ambulance Costs

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

## 20.Concussion Extension

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

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

#### 21.Animal Attack Extension

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

## **Specific Definition**

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

## 22. Chauffeur Plan Benefit

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

business commitments. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

## **Specific Exclusions**

The **Company** shall not be liable to pay any benefit in respect of any **Insured Person** if the **Insured Person** does not follow proper medical advice from a **Physician** after sustaining the **Bodily Injury**.

# 23. Spouse Or Dependent Child Consolation Benefit

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

#### **Specific Extensions**

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

## 24.Insured Person's Counselling Benefit

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

#### **Specific Extensions**

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

## **Specific Conditions**

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

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# 25. Family Counselling Benefit

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

# **Specific Extensions**

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

## **Specific Conditions**

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

#### 26.Common Accident

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

This benefit applies only if:

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

#### **Specific Extensions**

1) Disappearance: In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Persons shall have died as the result of an Accident. If at any

time, after the payment of a benefit under this Section, it is discovered that an **Insured Person** is still alive, all payments shall be reimbursed in full to the **Company**.

2) Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

## 27.Evacuation Benefit

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

# **Specific Definitions**

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

## 28. Medical Insurance Premium Indemnity

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

## **Specific Extensions**

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

## **Specific Conditions**

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

## 29. Dependent Child Education Benefit

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

# **Specific Conditions**

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

# **Specific Extensions**

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

# 30.Comatose Benefit - Accident Only

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

## **Specific Provisions**

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

# **Specific Conditions**

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

## **Specific Definitions**

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

#### 31. Comatose Benefit - Accident & Sickness

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results in the **Insured Person** being in a **Hospital** in a **Comatose State**, within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the

**Compensation** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

## **Specific Provisions**

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

# **Specific Conditions**

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

## **Specific Definitions**

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

#### 32. Home Tuition Benefit

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

## **Specific Conditions**

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

## **Specific Definitions**

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

## **Specific Exclusions**

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

## 33.Rehabilitation Benefit

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

# **Specific Definitions**

### Rehabilitation means:

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

# **Specific Exclusions**

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

## 34.Reconstructive Surgery Benefit

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

# **Specific Definitions**

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

## **Specific Exclusions**

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

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

## 35. Parental Care Benefit

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to

pay the **Compensation** shown in the Schedule in equal shares to each **Dependent Parent** of the **Insured Person**.

## **Specific Definitions**

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

## 36.Dependent Child Wedding Benefit

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

# **Section 6: Travel Insurance**

### 1. Accidental Death

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

# **Specific Extensions**

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

## **Specific Conditions**

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

### 2. Permanent Disablement

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

# **Specific Extensions**

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

## **Specific Provisions**

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

## **Specific Conditions**

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

## Specific Definitions for all Tables of Benefits

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

# Specific Definitions for Table (A)

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

# Specific Definitions for Table (B)

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

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

Loss used with reference to **Limb** and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

# Table Of Benefits - Table (A)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
13) Permanent Total Disablement	100%
14) Permanent and incurable insanity	100%
15) Permanent Total Loss of two <b>Limbs</b>	100%
16) Permanent Total <b>Loss of Sight</b> in both eyes	100%
17) Permanent Total Loss of Sight of one eye and one	100%
Limb	
18) Permanent Total Loss of Speech	100%
19) Complete removal of the lower jaw	100%
20) Permanent Total Loss of Mastication	100%
21) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out <b>Daily Activities</b> essential to life without full time assistance	100%
22) Permanent Total Loss of Hearing in both ears	75%
23) Permanent Total Loss of one <b>Limb</b>	50%
24) Permanent Total Loss of Sight of one eye	50%

# Table Of Benefits - Table (B)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
13) Permanent Total Disablement	100%
14) Permanent and incurable insanity	100%
15) Permanent Total Loss of two <b>Limbs</b>	100%
16) Permanent Total <b>Loss of Sight</b> in both eyes	100%
17) Permanent Total <b>Loss of Sight</b> of one eye and one <b>Limb</b>	100%
18) Permanent Total Loss of Speech	100%
19) Complete removal of the lower jaw	100%
20) Permanent Total Loss of Mastication	100%
21) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out <b>Daily Activities</b> essential to life without full time assistance	100%
22) Permanent Total Loss of Hearing in both ears	75%
23) Permanent Total Loss of one <b>Limb</b>	50%

24) Permanent Total <b>Loss of Sight</b> of one eye	50%

# Table Of Benefits - Table (C)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
24) Permanent Total Disablement	100%
25) Permanent and incurable insanity	100%
26) Permanent Total Loss of two <b>Limbs</b>	100%
27) Permanent Total <b>Loss of Sight</b> in both eyes	100%
28) Permanent Total <b>Loss of Sight</b> of one eye and one	100%
Limb	
29) Permanent Total Loss of Speech	100%
30) Complete removal of the lower jaw	100%
31) Permanent Total Loss of Mastication	100%
32) Permanent Total Loss of the central nervous system or	100%
the thorax and all abdominal organs resulting in the	
complete inability to engage in any job and the inability to carry out <b>Daily Activities</b> essential to life without full	
time assistance	
33) Permanent Total <b>Loss of Hearing</b> in both ears	75%
34) Permanent Total Loss of one <b>Limb</b>	50%
35) Permanent Total <b>Loss of Sight</b> of one eye	50%
36) Permanent Total Loss of Hearing in one ear	15%
37) Permanent Total Loss of the lens in one eye	25%
38) Permanent Total Loss of use of four fingers and	40%
thumb of either hand	
39) Permanent Total Loss of use of four fingers of either	20%
hand	
40) Permanent Total Loss of use of one thumb of either	
hand:	20%
a) Both joints	10%
b) One joint	
41) Permanent Total Loss of one finger of either hand:	
l '	5%
a) Three joints	3.5%
	2%
b) Two joints	
c) One joint	
42) Permanent Total Loss of use of toes:	
	15%
a) All – one foot	5%
1	2%
b) Big – both joints	2%
c) Big – one joint	
d) Other than Big – each toe	100/
43) Established non-union of fractured leg or kneecap	10%

44) Shortening of leg by at least 5 cms.	7.50%
45) Ankylosis of the elbow, hip or knee	20%
46) Permanent disablement not otherwise provided for	75%
under Items 2-22 inclusive up to a maximum of	

# Table Of Benefits - Table (D)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
23) Permanent Total Disablement	100%
24) Permanent and incurable insanity	100%
25) Permanent Total Loss of two <b>Limbs</b>	100%
26) Permanent Total <b>Loss of Sight</b> in both eyes	100%
27) Permanent Total Loss of Sight of one eye and one	100%
Limb	
28) Permanent Total Loss of Speech	100%
29) Complete removal of the lower jaw	100%
30) Permanent Total Loss of Mastication	100%
31) Permanent Total Loss of the central nervous system or	100%
the thorax and all abdominal organs resulting in the	
complete inability to engage in any job and the inability	
to carry out <b>Daily Activities</b> essential to life without full	
time assistance	750/
32) Permanent Total <b>Loss of Hearing</b> in both ears	75%
33) Permanent Total Loss of one <b>Limb</b>	50%
34) Permanent Total Loss of Sight of one eye	50%
35) Permanent Total Loss of Hearing in one ear	15%
36) Permanent Total Loss of the lens in one eye	25%
37) Permanent Total Loss of use of four fingers and thumb of either hand	40%
38) Permanent Total Loss of use of four fingers of either hand	20%
39) Permanent Total Loss of use of one thumb of either	
hand:	20%
a) Both joints	10%
a) Botti joints	1070
b) One joint	
40) Permanent Total Loss of one finger of either hand:	
a) Three joints	5% 3.5%
	2%
b) Two joints	
c) One joint	

41) Permanent Total Loss of use of toes:	450/
a) All – one foot	15% 5% 2%
b) Big – both joints	2%
c) Big – one joint	
d) Other than Big – each toe	
42) Established non-union of fractured leg or kneecap	10%
43) Shortening of leg by at least 5 cms.	7.50%
44) Ankylosis of the elbow, hip or knee	20%

## 3. Emergency Medical Expenses

If, during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** or sudden unexpected **Sickness**, then the **Company** will reimburse the **Insured Person** the necessary **Usual and Reasonable Medical Expenses**, incurred within two (2) months from the **Date of Loss** up to the **Sum Insured** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

## **Specific Conditions**

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

### **Specific Definitions**

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

# **Specific Exclusions**

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

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

## 4. Emergency Dental Treatment

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Acute Pain** which directly and independently of all other causes results in necessary emergency dental work, then the **Company** agrees to pay for such costs up to the Total **Sum Insured** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

# **Specific Conditions**

If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

## **Specific Definitions**

Acute Pain means unexpected and sudden pain that requires immediate treatment.

# **Specific Exclusions**

The **Company** shall not be liable to pay any benefit in respect of any **Insured Person** for permanent crowns or artificial teeth.

## 5. Emergency Travel Benefits

The benefits below will only be insured as part of the Policy if the **Assistance Provider** Services Section has been purchased and contact has been made with the **Assistance Provider**. Contact must be made prior to any arrangements being made for such benefits.

- Medical Repatriation: If the Insured Person is unable to continue his/her journey after a Hospital stay or medical treatment due to Bodily Injury or Sickness, then the Company agrees to pay the actual costs or the Total Sum Insured stated in the Schedule, whichever is the lesser, for the repatriation of the Insured Person back to the Insured Person's Country of Residence or Country of Citizenship (for Operative Times within the country of residence, the Insured Person will be returned to his / her home town). If the gravity of the situation so dictates, then the Company will pay for appropriate medical authorities to accompany the Insured Person during the return journey.
- 2) Body Repatriation: If during the Period of Insurance, an Insured Person dies as the result of Bodily Injury or Sickness then the Company agrees to pay the actual costs or the Total Sum Insured stated in

the Schedule, whichever is the lesser, for the repatriation of the corpse of the **Insured Person** to his / her Country of Residence or Country of Citizenship (for **Operative Times** within the country of residence, the corpse will be returned to his / her home town).

# **Specific Conditions**

- 1) The decision on the most appropriate means, timing and course of action belongs to the **Assistance Provider** only.
- 2) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

## **Specific Exclusions**

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

- 1) if an **Insured Person** or anyone acting on behalf of an **Insured Person** has not contacted the **Assistance Provider**, prior to any arrangements that may give rise to a claim under this Section.
- 2) Any **Medical Expenses** incurred where an **Insured Journey** is undertaken against the advice of a qualified licensed medical practitioner.
- AnyMedical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.

### 6. Contingency Travel Benefits

The benefits below will only be insured as part of the Policy if the **Assistance Provider** Services Section has been purchased and contact has been made with the **Assistance Provider**. Contact must be made prior to any arrangements being made for such benefits.

**Emergency Hotel Extension:** If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results in a **Hospital** stay as an in-patient for more than five (5) **Days** and misses his / her scheduled flight back to the country of residence, then the **Company** agrees to pay for the costs of Hotel accommodation up to the Total **Sum Insured** stated in the Schedule, or until a return flight becomes available, whichever is the earlier.

## **Specific Conditions**

- 1) The decision on the most appropriate means, timing and course of action belongs to the **Assistance Provider** only.
- 2) If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

## **Specific Exclusions**

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

- 1) if an **Insured Person** or anyone acting on behalf of an **Insured Person** has not contacted the **Assistance Provider**, prior to an event that may give rise to a claim under this Section.
- 2) Any **Medical Expenses** incurred where an **Insured Journey** is undertaken against the advice of a qualified licensed medical practitioner.
- 3) Any **Medical Expenses** incurred when the specific purpose of a journey is to receive medical treatment or advice.

## 7. Accidental Death - Common Carrier

If during the **Period of Insurance** an **Insured Person** is riding as a passenger in or on, boarding or alighting from a **Common Carrier** and sustains **Bodily Injury** which directly and independently of all other causes results within twelve (12) calendar months of the **Accident** in death, then the **Company** agrees to pay to the **Insured Person's Beneficiary** or legal representative **Compensation** stated in the Schedule.

# **Specific Conditions**

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

#### 8. Permanent Disablement - Common Carrier

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

## **Specific Conditions**

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

# **Specific Provisions**

Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the **Compensation** payable for the loss of the said members.

## Specific Definitions for all Tables of Benefits

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

### Specific Definitions for Table (B)

**Loss** used with reference to **Limb** and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

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

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

# 9. Hospital Cash - Accident & Sickness

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

## **Specific Provisions**

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

# **Specific Conditions**

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

## 10.LOSS OF BAGGAGE & PERSONAL DOCUMENTS

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

# **Specific Conditions**

- 1) Any valid claim involving a motor vehicle, and at all time subject to Specific Exclusion (5), will be limited to a maximum of fifty percent (50%) of the **Sum Insured** stated in the Schedule.
- 2) All claims will be subject to the **Company** at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
- 3) If applicable and if payment has been made under the Baggage Delay Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
- 4) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

## **Specific Definitions**

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

## **Specific Claims Provisions**

In the event of a claim the **Insured Person** must:

- 1) give immediate written notice:
  - a) to the relevant Common Carrier in the event of loss or damage in transit;
  - b) to the relevant police authority in the event of loss or theft;
- 2) submit a copy of the relevant **Common Carrier** or police report when a claim is made;
- 3) obtain a **Common Carrier** or police report where the loss occurred;
- 4) in the event of loss by a **Common Carrier**, retain original tickets and baggage slips and submit them when a claim is made;

- 5) submit original purchase receipts in the event of claims regarding goods purchased during the **Insured Journey**; and
- 6) for claims involving jewellery, submit original or certified copies of valuation certificates issued prior to the commencement of the **Period of Insurance**, when a claim is made.

For purposes of any claim hereunder:

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

# **Specific Exclusions**

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

- 1) loss of cash, bank or currency notes, cheques, debit or credit cards or unauthorised use thereof, postal orders, travellers cheques, travel, tickets, securities of any kind and petrol or other coupons.
- 2) mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by **Accident** to the conveying ehicle.
- 3) destruction or damage due to wear and tear, moth or vermin.
- 4) baggage, clothing and personal effects despatched as unaccompanied baggage.
- 5) theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
- 6) loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
- 7) for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
- 8) for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 9) for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
- 10) for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
- 11) a claim involving animals.
- 12) loss, including but not limited to loss by theft, or damage to vehicles or other accessories.
- 13) for any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.

- 14) baggage and/or personal effects sent under an airway-bill or bill of lading.
- 15) computer equipment, cameras, musical instruments, radios and portable radio /cassette/compact disc players.
- 16) contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.

# 11. Loss Of Checked Baggage

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

# **Specific Conditions**

- 1) All claims will be subject to the **Company** at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
- 2) If applicable and if payment has been made under the Baggage Delay Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
- 3) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

## **Specific Definitions**

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

## **Specific Claims Provisions**

In the event of a claim the **Insured Person** must:

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

For purposes of any claim hereunder:

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

## **Specific Exclusions**

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

- 1) loss of cash, bank or currency notes, cheques, debit or credit cards or unauthorised use thereof, postal orders, travellers cheques, travel, tickets, securities of any kind and petrol or other coupons.
- 2) mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by **Accident** to the conveying vehicle.
- 3) destruction or damage due to wear and tear, moth or vermin.
- 4) baggage, clothing and personal effects despatched as unaccompanied baggage.
- 5) theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
- 6) loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
- for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
- 8) for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 9) for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
- 10) for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
- 11) a claim involving animals.
- 12) loss, including but not limited to loss by theft, or damage to vehicles or other accessories.
- 13) for any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.
- 14) baggage and/or personal effects sent under an airway-bill or bill of lading.
- 15) computer equipment, cameras, musical instruments, radios and portable radio /cassette/compact disc players.
- 16) contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.

# 12. Baggage Delay

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

## **Specific Conditions**

- 1) The baggage and/or personal effects must have been checked in as registered baggage by the airline operating under a licence issued by a governmental authority having jurisdiction for the transportation of fare paying passengers on fixed established routes, for any benefit to be payable under this Section.
- 2) If upon further investigation it is later determined that the baggage and/or personal effects has been lost, then any amount claimed and paid to an **Insured Person** under the Baggage Delay Section will be deducted from any payment under the Baggage Loss Section.
- 3) An **Insured Person** shall exercise all reasonable measures and precautions for the safety of, and recovery of, any property insured hereunder. Notification of any apparent delay to baggage must be made immediately to the airline concerned.
- 4) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
- 5) If the **Insured Person** receives any form of compensation from the **Common Carrier** in the form of vouchers, tickets or coupons, then these items will be surrendered to the **Company**.

# **Specific Exclusions**

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

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

# 13. Flight Delay

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

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

## **Specific Conditions**

- 1) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
- 2) If the **Insured Person** receives any form of compensation from the **Common Carrier** in the form of vouchers, tickets or coupons, then these items will be surrendered to the **Company**.

#### **Specific Claims Provisions**

All claims must be submitted in writing to the **Company** by the **Insured Person**, or his/her legal representative and all information, documents, and evidence required by the **Company** shall be furnished at no expense to the **Company** and shall be in such form and of such nature as the **Company** may prescribe. All claims must be reported to the **Company** within twenty- one (21) **Days** of a delay occurring, and must contain:

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

## **Specific Exclusions**

The **Company** shall not be liable for any claim:

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

# 14. Hijacking

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

## **Specific Definitions**

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

## **Specific Exclusions**

The **Company** shall not be liable to pay any benefit in respect of any **Insured Person** for any claim caused by civil authority.

# 15. Personal Liability

## **Property Damage**

If while this Policy is in force a claim is made or a suit brought against an **Insured Person** for **Property Damage** that occurred during the **Period of Insurance**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Schedule, up to the Total **Sum Insured**, for the damages for which the **Insured Person** is legally liable.

# **Medical Payments to Others**

If while this Policy is in force a claim is made or a suit brought against an **Insured Person** for **Medical Expenses** as the result of an **Accident** that occurred during the **Period of Insurance** caused by the **Insured Person** and resulting in **Bodily Injury** to another person, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Schedule, up to the Total **Sum Insured**, for the damages for which the **Insured Person** is legally liable.

In no event with the **Company** pay more than the Total **Sum Insured** for all **Property Damage** or **Medical Expenses** arising out of one event.

## **Specific Conditions**

- 1) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
- 2) The Total **Sum Insured** is the total amount payable for Property Damage and Medical Payments to Others combined, not for each one.

# **Specific Definitions**

- 1) **Medical Expenses** means reasonable charges for medical, surgical, X-ray, dental, ambulance, **Hospital**, professional nursing, prosthetic devices and funeral services.
- 2) **Property Damage** means physical injury to, destruction of or loss of use of tangible property.

# **Specific Exclusions**

The Company will not be liable for any claims caused by or resulting either directly or indirectly from:

- 1) liability which is expected or intended by an **Insured Person**.
- 2) liability arising out of or in connection with a business engaged in by an **Insured Person**. This exclusion applies but is not limited to an act or omission,
- 3) regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the business.
- 4) liability arising out of the rental or holding for rental of any part of any premises or a motor vehicle of any kind by an **Insured Person**.
- 5) liability arising out of the rendering of or failure to render professional services.
- 6) liability arising out of a premises, watercraft or aircraft that is owned by, rented to or rented by an **Insured Person.**
- 7) liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorised land conveyances, water craft or aircraft.
- 8) liability arising out of the transmission of a communicable disease by an Insured Person.
- 9) liability arising out of sexual molestation, corporal punishment, or physical or mental abuse.
- 10) liability arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance or contraband as defined by the appropriate authority or government agency.
- 11) liability under any contract or agreement.
- 12) **Property Damage** to property owned by an **Insured Person**.
- 13) Property Damage to property rented to, occupied, or used by or in the care of an Insured Person.
- 14) **Bodily Injury** to any person eligible to receive any benefits voluntarily provided or required to be provided by an **Insured Person** under any worker's compensation law, non occupational disablement law or occupational diseases law.
- 15) any claims or suits arising from any **Immediate Family Member**, **Close Business Associate** or an **Immediate Family Member** of a **Close Business Associate** against an **Insured Person**.

## 16. Financial Emergency Assistance

The deductible excess in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule of this Policy. For the purpose of this benefit, 'financial emergency' shall mean a situation wherein theInsured loses all or a substantial amount of his/her travel funds due to theft, robbery, mugging or dacoity, such that there is a detrimental effect on his/her travel plans.

The Company shall have the sole discretion to determine whether a 'financial emergency' has occurred in any instance.

This is an assistance provided by the company through service provider. The assistance would be provided subject to the terms and conditions of the service provider, as stated below.

## **Exclusions Applicable - Financial Emergency Assistance**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with or in respect of

- 1) A shortage or loss of funds due to currency fluctuation, errors omissions, exchange, loss or depreciation in value.
- 2) Any loss not reported to the police authorities having jurisdiction at the place of loss within 24 hours of the occurrence of the incident and a written report beingobtained for the same.
- 3) Any claim in respect of a loss of traveller's cheques not immediately reported to the local branches or agents of the issuing authority.
- 4) Loss of funds not kept in the personal custody of the Insured.
- 5) Any reimbursement under Financial Emergency Assistance is excluded if the claim is put up after arrival of the Insured to the Republic of India
- 6) Any exclusion mentioned in the 'General Exclusions' section of this Policy

# Section 7: Home Insurance - Revision

TheCompanywillindemnifytheInsuredinrespectoflossordamagetothebuilding whereinthehomeoftheInsuredissituatedand/orcontentswhichshallforpurposes of this Section, mean and include items of property in the Insured's home and/or itemsofpropertythereinforwhichtheInsuredisaccountable,dueto:

# 1. Fire

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

- a. i.ltsownfermentation,naturalheatingorspontaneouscombustion;
  - ii. Its undergoing any heating or drying process.
- b. BurningofpropertyinsuredbyorderofanyPublicAuthority.

# 2. Lightning

# 3. Explosion/Implosion

Excluding loss, destruction of or damage:

- a. To boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resultingfromtheirownexplosion/implosion;
- b. Causedbycentrifugalforces.

# 4. AircraftDamage

Loss, destruction of ordamage caused by aircraft, other aerialors paced evices and articles dropped therefrom excluding those caused by pressure waves.

## 5. Riot, Strike and Malicious Damage

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

- a. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or anylawfullyconstituted authority;
- b. Permanent or temporary dispossession of any building resulting from the unlawfuloccupationbyanypersonofsuchbuildingorpreventionofaccess to thesame;
- c. Burglary, housebreaking, theft, larceny or any such attempt or omission of anykindbyanyperson(whetherornotsuchactiscommittedinthecourseof adisturbanceofpublicpeace)byanymaliciousact.

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

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

## 7. ImpactDamage

Loss or visible physical damage or destruction caused to the property insured duetoimpactbyanyrail/roadvehicleoranimalbydirectcontactnotbelongingto or ownedby

- a. TheInsuredoranyoccupierofthepropertyinsured;or
- b. Theiremployeeswhileactinginthecourseoftheiremployment.

## 8. SubsidenceandLandslideincludingRockslide

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

- a. Thenormalcracking, settlementor bedding down of new structures.
- b. Thesettlementormovementofmadeupground.
- c. Coastalorrivererosion.
- d. Defectivedesignorworkmanshiporuseofdefectivematerials.
- e. Demolition, construction, structural alterations or repair of any property or groundworksorexcavations.

## 9. Burstingand/orOverflowingofWaterTanks,Apparatus&Pipes

## 10. MissileTestingOperations

# 11. LeakagefromAutomaticSprinklerInstallations

Excluding loss, destruction or damage caused by

- a. Repairsoralterationstothebuildingsorpremises.
- b. Repairs, removalor extension of the sprinkler installation.



c. DefectsinconstructionknowntotheInsured.

#### 12. BushFire

Excluding loss, destruction or damage caused by forest fire.

13. **Earthquake, Volcanic Eruption & Other Convulsions of Nature Loss,** destruction or damage (including loss, destruction or damage by fire) to anyof thepropertyinsuredbythispolicyoccasionedbyorthroughorinconsequence of earthquake including floodorover flow of these a, lakes, reservoirs and rivers and/or Landslide/Rockslidere sulting therefrom.

#### **Exclusions**

This Section does not cover -

- 1. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 2. Loss, destruction or damage, directly or indirectly, caused to the property insured by a) ionising, radiation or contamination by radioactivity from any nuclear fuel orfromanynuclearwastefromthecombustionofnuclearfuel;b)radioactivetoxic, explosivesorotherhazardouspropertiesofanyexplosivenuclearassemblyor nuclear componentthereof.
- 3. Loss, destruction or damage caused to the insured property by pollution or contaminationexcludinga)pollutionorcontaminationwhichitselfresultsfroma peril hereby insured against; b) any peril hereby insured against which itself resultsfrompollutionorcontamination.
- 4. Loss, destruction or damage to manuscripts, plans, drawings, securities, documents of any kind, stamps, coins, cash/paper money, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, promissory notes, or any other negotiable instrument, books of accounts or any other business books, and explosives.
- 5. Loss, destruction or damage to articles of consumable nature, livestock and motorvehicles.
- 6. Loss, destruction or damage to Specified Items including jewellery, curios, antiques, pictures and otherworks of art, guns, collection of stamps, coins and medals for an amount collectively in excess of Rs. 10,000 unless specifically stated to the contrary in the Schedule.
- 7. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightningincluded)providedthatthisexclusionshallapplyonlytotheparticular electrical machine, apparatus, fixture or fitting so affected and not to other machines,apparatus,fixturesorfittingswhichmaybedestroyedordamagedby firesosetup.
- 8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excessof3%and1%oftheclaimamountrespectively.
- 9. Lossofearnings, or other consequential or indirect loss or damage of any kindor description what so ever.
- 10. Lossbytheftduringoraftertheoccurrenceofanyoftheinsuredperilsexceptas providedunderriot, strike, and malicious damage cover

## **Terrorism Damage Exclusion Warranty**

Notwithstandinganyprovisiontothecontrarywithinthisinsuranceitisagreedthat

thisinsuranceexcludesloss,damagecostorexpenseofwhatsoevernaturedirectly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequencetotheloss. Forthepurposeofthiswarranty, an act of terrorism means an act, including but not limited to the use off or cerviolence and/or the threat thereof, of any person or group (s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or toput the public, or any section of the public infear. The warranty also excludes loss, damage, cost or expenses of what so ever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in controlling, preventing, suppressing or in any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this exclusion is found to be invalidor unenforceable, the remainder shall remaininfull forcean deffect

#### **SUMINSURED**

The basis of valuation shall be

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

#### **BASIS OF INDEMNITY**

- 1. The indemnity shall be on the basis of reinstatement value or market value as applicableandas stated above.
- Intheeventofpropertyinsuredbeingdamagedbyanyoftheinsuredperils,the Companyshallpayfortheamountofdamageorlossoratitsoptionreplaceor repairthedamagedproperty.
- 3. If the property hereby insured shall, at the breaking out of any fire or at the commencement of any property destruction damage to the the or anv insuredperilsbecollectivelyofgreatervaluethantheSumInsuredthereon,then theInsuredshallbeconsideredasbeinghisowninsurerforthedifference and shall bear a rateable portion of the loss accordingly. Provided, however, that theSumInsuredherebyonthepropertyinsuredshallatthebreakingoutofsuchfire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, clause 3 of Basis of Indemnity under this Section shall not apply, notwithstanding anything to the contrary contained in the policy.
- 2. BURGLARY AND HOUSE BREAKING INCLUDING LARCENY AND THEFT (AS DEFINDED IN INDIAN PENAL CODE)

## What is covered

- a. The Company will indemnify the Insured in respect of loss or damage to contents, by burglary and house breaking including larceny and the ft.
- b. The Company will further indemnify the Insured in respect of damage to the Insured'shomeand/orsaferesultingfromburglaryand/orhousebreakingorany attempt thereat subject to a maximum of 5% of the Sum Insured under this Section. Provided however that no loss under clauses a) and b) hereinabove, shalltogetherexceedtheSumInsuredunderthisSection.

#### **EXCLUSIONS**

This Section does not cover loss, destruction or damage:

- Causedbyburglaryand/orhousebreakingand/ortheftand/orlarcenywhereany memberoftheInsured'sfamilyisconcernedasprincipaloraccessory.
- Tosecurities,documentsofanykind,stamps,coins,cash/papermoney,deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, promissory notes, or any other negotiable instrument, books of accounts or any other businessbooks,andexplosives.
- 3. Toarticlesofconsumablenature, livestock and motorvehicles.
- 4. Tocurios, antiques, pictures and otherworks of art, guns, collection of stamps, coins and medals for an amount collectively in excess of Rs. 10,000 unless specifically stated to the contrary in the Schedule.
- To jewellery and valuables in excess of Rs. 10,000 per single article unless statedtothecontraryintheSchedule.

#### SPECIAL CONDITION

- 1. Jewellery is covered subject to its being kept in locked safe within the home premises.
- 2. Where any item insured hereunder consists of articles in pair or setthe Company's liability in respect thereof shall not exceed the value of any article whichmaybelostordamagedwithoutreferencetoanyspecialvaluewhichsuch articlemayhaveaspartofsuchpairorset.
- 3. The cover under this section becomes inoperative if the premises remain unoccupiedformorethan60consecutivedaysunlesspriorwrittennoticeissent to the Company and its consent obtained, subject to fulfillment of terms and conditions that may be stipulated by the Company for extending cover in such circumstances.
- 4. For Multiyearpolicy-

Extendstocoverthepropertyoftheinsureduptopolicyperiodasspecifiedinthe schedule providedthat:

- a. Thepolicyshallbeissuedforaminimumperiodof 2 years.
- b. Refundshallbeallowedasperbelowrules.
  - 1. Norefundshallbeallowediftherehasbeenaclaimunderthepolicy.
  - 2. If the policy is cancelled within 3 years of inception, the premium to be retained shall be worked out as per normal rates applicable that is without allowing any discount.
  - 3. Ifthepolicyiscancelledafter3yearsofinception,thediscountslabshall bereworkedforthenumberofyearsthepolicywasactuallyinforce.For thispurposefractionofayearshallberoundedtothenexthigheryear.
  - 4. Refund, if any, shall be subject to the retention of minimum premium of Rs.100/-
- c. Mid-terminclusionofperilsshallnotbeallowed.
- d. Premiumforentirepolicyperiodshallbecollectedinadvance.
- e. Mid-termincreaseinsuminsuredshallbeallowedonproratabasisforthe balanceperiod.
- f. Mid-term reduction in Sum Insured is not allowed

- g. Policy with long term extension can be issued to only to house/flat owners and not to others who do not own the house/flat.
- h. Discounts for Earthquake Cover for Long term policies cannot be allowed.
- i. All Other terms and conditions remain same as per Policy wording

#### **SUM INSURED**

The basis of valuation shall be

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

#### **BASIS OF INDEMNITY**

- 1. The indemnity shall be on the basis of reinstatement value or market value as applicableandasstated above.
- 2. Intheeventofpropertyinsuredbeingdamagedbyanyoftheinsuredperils,the Companyshallpayfortheamountofdamageorlossoratitsoptionreplaceor repairthedamagedproperty.
- 3. Ifthepropertyherebyinsuredshall,atthecommencementofanydestructionof ordamagetothepropertybyanyoftheinsuredperilsbecollectivelyofgreater value than the Sum Insured thereon, then the Insured shall considered be beinghisowninsurerforthedifferenceandshallbeararateableportionofthe loss accordingly. Provided, however, the Sum Insured hereby that on propertyinsuredshallatthebreakingoutofsuchfireoratthecommencementof such destruction or damage be not 85% (eighty of five percent) collectivevalueofthepropertyinsured, clause 3 of Basis of Indemnity under this Sectionshallnotapply, notwithstanding anything to the contrary contained in the policy.

# Section 8: E@SECURE INSURANCE

# 1. Legal Protection

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

a) Professional Legal Advice

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

b) Legal Costs

Wewill cover Yourlegal costs to:

- Pursue or defend any legal actions against or by the Third Party;
- Remove any criminal or civil judgments wrongly entered against You; or
- Challenge the accuracy or completeness of any information in a credit report.

### Provided that:

- 1. The **Specified Event**occurred on the internet during the **Period of Insurance**;
- 2. Our prior written consent must be obtained before any costs are incurred (which shall not be unreasonably

withheld or delayed );

3. The legal action pursued / defended is within the jurisdiction of the Indian courts.

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

## 2. Damage to e-Reputation

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

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

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

#### Provided that:

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

# What We will not cover under this Section:

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

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

## 3. Identity Theft

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

- a) amend or rectify records regarding Your true name or identity, including but not limited to:
  - To notarize affidavits for financial institutions or credit bureau agencies to restore YourBank
     Accounts and credit rating;

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

#### Provided that:

- 1. This Specified Event occurred on the internet during the Period of Insurance;
- 2. You lodge an FIR detailing the Identify Theft within 72 hours upon discovery of Identity Theft by You;
- 3. **You** notify**Your** bank or Credit / Debit Card issuer(s) of the Identity Theft by **You**within72 hours upon discovery of the Identity Theft by **You**(if applicable).
- 4. You provide evidence of lost wages.

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

## What We will not cover under this Section:

In addition to the General Exclusions, Wewillalso not pay any claim in respect of:

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

## 4. Unauthorized Online Transactions

If Yousuffer loss as a direct result of the fraudulent use of YourBank Account and / or Credit/Debit Cards and /or E-Wallets by a Third Party for purchases made over the internet, Wewill indemnify Youmaximum up to the amount of the sub limit set forth under "Unauthorized Online Transaction" on the Policy Schedulefor:

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

#### Provided that:

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

## What We will not cover under this Section:

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

- 1. Reimbursement by the bank for the transaction.
- Cash advances (or cash withdrawn through an ATM or Bank Account) made through YourstolenBank Accounts and/or Credit/Debit Cards.

#### 5. E-Extortion

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

## Provided that:

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

## What We will not cover under this Section:

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

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

# 6. Cyber Bullying or Harassment

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

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

#### Provided that:

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

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

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

## 7. Phishing & Email Spoofing

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

## Provided that:

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

# What We will not cover under this Section:

In addition to the General Exclusions, Wewillalso not pay any claim in respect of:

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

C. LIMIT

# **OF COVER**

(a)Limit of Liability: **Our** maximum limit of liability for any one **Period of Insurance** is limited to the amount specified in the Policy Schedule.

(b) Deductible: **We** shall be liable only in excess of the Deductible stated in the Policy Schedule. The Deductible shall apply to all claims resulting from one event (or a series of events) occurring at the same time or from the same originating cause.

B) Definitions

The terms defined below have the meanings asdescribed 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

Definitions Applicable to Section 1: HealthSuraksha ,Section2: Critical illness, Section 3: my:healthMedisure Super Top Up Insurance and Section 4: HDFC ERGO Hospital Cash Insurance, 5: Personal Accident, 6: Travel Insurance

- Def. 1. **Accident** or **Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- Def. 2. Age or Aged means completed years as at the Policy Commencement Date.
- Def. 3. **Any one illness** means continuous period of **Illness** and includes relapse within 45 daysfrom the date of last consultation with the **Hospital**/Nursing Home where treatment was taken
- Def. 4. **Alternative treatments** means forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context
- Def. 5. For Super top Up: *Cancellation* defines the terms on which the Policy contract can be terminated either by the Insurer or the Insured by giving sufficient notice to other which is not lower than period of 15 days.
  - **FFor Personal Accident and Travel: Cancellation** defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer
- Def. 6. **Cashless Facility** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the **Network Provider** by the insurer to the extent pre-authorization is approved.
- Def. 7. **Commencement Date** means the commencement date of the Policy as specified in the Policy Schedule.
- Def. 8. **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon
- Def. 9. **Congenital Anomaly** means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
  - a) Internal Congenital Anomaly: Congenital Anomaly which is not in the visible and accessible parts of the body.
  - b) External **Congenital Anomaly**:**Congenital Anomaly** which is in the visible and accessible parts of the body
- Def. 10. **Co-Payment**means a cost sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claims amount. A **Co-Payment** does not reduce the Sum Insured

- Def. 11. **Cumulative Bonus**means any increase or addition in the Sum Insured granted by the Insurer without an associated increase in premium.
- Def. 12. **Day care Centre**means any institution established for **Day Care Treatment** of **Illness** and / or injuries or a medical set -up witha**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 criterionas under:-
  - I. has qualified nursing staff under its employment;
  - II. has qualified medical practitioner/s in charge;
  - III. has fully equipped operation theatre of its own where surgical procedures are carried out;
  - IV. maintains daily records of patients and will make these accessible to the insurance company's authorized personnel
- Def. 13. **Day Care Treatment/ Procedures**means those medicaltreatment, and/or surgical procedure which is i)

ndertaken under General or Local Anaesthesia in a **Hospital/Day Care Centre** in less than 24 hours because of technological advancement, and

ii) hich would have otherwise required **Hospitalization** of more than 24 hours,

Treatment normally taken on an Out-patient basis is not included in the scope of this definition

- Def. 14. **Deductible**means a costsharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of **Hospital** cash policies, which will apply before any benefits are payable by the insurer. A **Deductible** does not reduce the sum insured.
- Def. 15. For Health Suraksha Dependents means only the family members listed below:
  - a) Your legally married spouse as long as she continues to be married to You;
  - b) Your children Aged between 91 days and 21 yrs if they are unmarried, if they are unmarried, still financially dependent on You and have not established their own independent households;
  - c) Your natural parents or parents that have legally adopted You, provided that:
    - Parents shall not include Your spouse's parents.
    - Dependant parents will be covered in a separate policy than You, either on an individual or family floater basis
- Def. 16. Dependent child

Critical Illness, Personal Accident and Travel: **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** 

Def. 17. **Dental Treatment** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery

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- Def. 18. **Disclosure of information norm** means the policy shall be void and all premiums paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- Def. 19. **Domiciliary Hospitalization** means medical treatment for an **Illness**/disease/**Injury** whichin the normal course would require care and treatment at a **Hospital** but is actually takenwhile confined at home under any of the following circumstances:
  - the condition of the patient is such that he/she is not in a condition to be removed to a Hospital, or
  - II. the patient takes treatment at home on account of non-availability of room in a Hospital
- Def. 20. **Emergency Care** means management for an **Illness** or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the insured person's health.
  - Def. 21. Family (For Super Top Up): means You, Your: Spouse, Dependent Children, Dependant Parents/in laws, Grand Mother, Grand Father, Grand Son, Grand Daughter, Daughter in Law, Son in law, Sister, Brother, Sister in law, Nephew, Niece
- Def. 22. **Family Floater** means a Policy described as such in the Policy Schedule whereunder You and **Your**Dependents (Spouse, dependent children, dependent parents/parents in laws) named in the Policy

  Schedule are insured under this Policy as at the Commencement Date.
- Def. 23. **Grace Period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre –existing diseases. Coverage is not available for the period for which no premium is received.
- Def. 24. **Hospital** means any institution established for In-patient Care and **Day Care Treatment** of **Illness** and/or injuries and which has been registered as a **Hospital** with the local authorities under the clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
  - has at least 10 in-patient beds, in 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 insurance company's authorized personnel.
- Def. 25. **Hospitalization** or **Hospitalised** means admission in a **Hospital** for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

- Def. 26. **Illness/ Illnesses**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:
    - 1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
    - 2. it needs ongoing or long-term control or relief of symptoms
    - 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
    - 4. it continues indefinitely
    - 5. it recurs or is likely to recur
- Def. 27. **Injury/ Bodily 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.
- Def. 28. **In-patient Care/ In patient**means treatment for which the Insured Person has to stay in a **Hospital** for more than 24 hours for a covered event.
- Def. 29. Insured Person means You and the persons named in the Policy Schedule.
- Def. 30. **Intensive Care Unit** means an identified section, ward or wing of a **Hospital** which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- Def. 31. **ICU** (Intensive Care Unit) Charges means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensive charges
- Def. 32. Maternity Expenses means
  - a. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesareansection incurred during **Hospitalization**).
  - b. Expenses towards lawful medical termination of pregnancy during the policy Period.
- Def. 33. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow upprescription.
- Def. 34. **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 Medical practitioners in the same locality would have charged for the same medical treatment.

- Def. 35. **Medically Necessary treatment** means any treatment, test, medication, or stay in **Hospital** or part of stay in **Hospital** which
  - Is required for the medical management of the **Illness** or **Injury** suffered by the Insured Person;
  - Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
  - Must have been prescribed by a Medical Practitioner.
  - Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- Def. 36. **Medical Practitioner**means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Medical Practitioner who is sharing the same residence with the Insured person's and is a member of Insured Person's family are not considered as Medical Practitioner under the scope of this Policy.

## Medical Practitioner (Definition applicable for the treatment taken outside India)

Means a licensed medical practitioner acting within the scope of hislicense and who holds a degree of a recognized institution and isregistered by the Authorized Medical Council of the respectivecountry.

- Def. 37. Newborn Baby means baby born during the Policy Period and is Aged up to 90 days
- Def. 38. **Network Provider** means Hospitals or health care providers enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a **Cashless facility**.
- Def. 39. Non Networkmeans any Hospital, Day Care Centre or other provider that is not part of the Network
- Def. 40. **Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication
- Def. 41. **OPD Treatment**. OPD treatment means the one in which the Insured visits a clinic / **Hospital** or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- Def. 42. **Portability**means transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if he/she chooses to switch from one insurer to another.
- Def. 43. **Pre Existing Disease** means any condition, ailment or **Injury** or related condition(s) forwhich there were signs or symptoms, and / or were diagnosed, and / or for which **Medical Advice** / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter
- Def. 44. **Pre-Hospitalization Medical Expenses:** means medical expenses incurred immediately before the Insured Person is hospitalized provided that
  - such Medical Expenses are incurred for the same condition for which the Insured Person's hospitalization was required and
  - ii. The Inpatient Hospitalization claim for such Hospitalization is admissible by Us.

- Def. 45. **Post-Hospitalization Medical Expenses:** means medical expenses incurred immediately after the Insured Person is discharged provided that
  - i. such Medical Expenses are incurred for the same condition for which the Insured Persons's hospitalization was required and
  - ii. The inpatient hospitalization claim for such Hospitalization is admissible by Us.
- Def. 46. **Proposal Form** means the proposal and any other information given to Us by the Insured Person(s) prior to the inception of the Policy which forms the basis of this contract of Insurance.
- Def. 47. **Preventive Health Check-up** -Preventive Health Check-up means a package of medical test(s) undertaken for general assessment of health status, it does not include any diagnostic or investigative medical tests for evaluation of illness or a disease.
- Def. 48. **Policy** means **Your** statements in the proposal form (which are the basis of this Policy), this policy wording (including endorsements, if any), and the Policy Schedule (as the same may be amended from time to time).
- Def. 49. **Policy Period** means the period between the Commencement Date and the Expiry Date specified in the Policy Schedule
- Def. 50. Policy Holder means Person who has proposed the Policy and in whose name the Policy is issued
- Def. 51. **Policy Schedule** means Schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy are subject to (Schedule of coverage), including any Annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
- Def. 52. Policy Year means a year following the Commencement Date and its subsequent annual anniversary.
- Def. 53. **Qualified Nurse** is a person who holds a valid registration from the nursing council of India or the nursing council of any state in India
- Def. 54. **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. 55. **Room Rent** means the amount charged by a **Hospital** towards Room and Boarding expenses and shall include the associated **Medical Expenses**
- Def. 56. **Reasonable and Customary Charges**means the charges for services or supplies, which are the standard charges for a specific provider and consistent with the prevailing charges in the geographical area for identical or similar services ,taking into account the nature of **Illness/ Injury** involved.
- Def. 57. **Sum Insured**means the sum shown in the Policy Schedule which represents Our maximum liability for each Insured Person for any and all benefits claimed for during the Policy Year, and in relation to a Family Floater represents Our maximum liability for any and all claims made by You and all of **Your** Dependents during the Policy Year
- Def. 58. Surgery or Surgical Proceduremeans 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 from suffering and prolongation of life, performed in a Hospital or Day Care Centre by a medical practitioner.

- Def. 59. **Unproven/Experimental Treatment** is a treatment including drug experimental therapy, which is based on established medical practice in India, is a treatment experimental or unproven.
- Def. 60. We/Our/Us/ Company means the HDFC ERGO General Insurance Company Limited
- Def. 61. **You/Your/Policyholder** means the person named in the Policy Schedule who has concluded this Policywith Us.
- Def. 62. **USD:** The United States dollar (sign: \$; code: USD; also abbreviated US\$), also referred to as the American dollar, is the official currency of the United States of America.

### **Definitions Applicable to Section 2: Critical Illness Insurance**

Def. 1. Activities of Daily Living refer to daily self care activities within an individual's place of residence, in outdoor environment or both.

The Activities of Daily Living are:

- I. Bathing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- II. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- III. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- IV. Mobility: the ability to move indoors from room to room on level surfaces;
- V. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- VI. Feeding: the ability to feed oneself once food has been prepared and made available.
- Def. 2. **Condition For Payment** means (i) the date of confirmed diagnosis and defined severity/event, if any; or (ii) date of undergoing specified surgery; as applicable to a particular Critical Illness.
- Def. 3. **Survival Period** means the period after an insured event that the insured person has to survive before a claim becomes valid.

**Def 4 Dependents** means only the family members listed below:

- i) Your legally married spouse as long as she continues to be married to You;
- ii) Your children Aged between 5 years and 18 years .
- iii) Your natural parents or parents that have legally adopted You, provided that the parent was below 65 years at his initial participation in the Critical Illness Policy

## Definitions for Critical Illnesses under Section 1: Health Suraksha, Section2: Critical illness,

## 1. Cancer of specified severity

A malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukaemia, lymphoma and sarcoma.

The following are excluded:

i. All tumours which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, or non-invasive,

- including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN 2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumours histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- ix. All tumours in the presence of HIV infection.

## 2. Open Chest CABG

- I. The actual undergoing of heart 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.
- II. The following are excluded:
  - a. Angioplasty and/or any other intra-arterial procedures

## 3. Myocardial Infarction (first heart attack of specified severity)

- I. The first occurrence of heart attack or 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 Myocardial Infarction should be evidenced by all of the following criteria:
  - a. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
  - b. New characteristic electrocardiogram changes
  - c. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
  - a. Other acute Coronary Syndromes
  - b. Any type of angina pectoris
  - c. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

## 4. Kidney failure requiring regular dialysis

I. 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.

# 5. Major Organ/Bone Marrow Transplantation

- I. The actual undergoing of a transplant of:
  - a. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ,
  - b. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. he following are excluded:
  - a. Other stem-cell transplants
  - b. Where only islets of langerhans are transplanted

# 6. Multiple Sclerosis with persisting symptoms

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
  - a. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
  - b. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Other causes of neurological damage such as SLE and HIV are excluded.

# 7. Permanent Paralysis of Limbs

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

## 8. Stroke resulting in permanent symptoms

- I. Any cerebrovascular incident producing permanent neurological sequelae.
  - a. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source.
  - b. 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.
- II. The following are excluded:
  - a. Transient ischemic attacks (TIA)
  - b. Traumatic injury of the brain
  - c. Vascular disease affecting only the eye or optic nerve or vestibular functions.

#### 9. Surgery of Aorta

The actual undergoing of medically necessary surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta

shall mean the thoracic and abdominal aorta but not its branches. Traumatic injury of the aorta is excluded.

#### 10. Primary (Idiopathic) Pulmonary Hypertension

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II. The NYHA Classification of Cardiac Impairment are as follows:
  - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded

#### 11. Open Heart Replacement or Repair of Heart Valves

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

#### **Definitions for Critical Illnesses under Section2: Critical illness**

#### 12.Benign Brain Tumour

- I. 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.
- II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
  - a. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
  - b. Undergone surgical resection or radiation therapy to treat the brain tumor.

# III. The following conditions 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.

# 13. Primary Parkinson's Disease

- I. The occurrence of Parkinson's Disease where there is an associated Neurological Deficit that results in Permanent Inability to perform independently at least three of the activities of daily living as defined below.
  - 1. Transfer: Getting in and out of bed without requiring external physical assistance
  - 2. Mobility: The ability to move from one room to another without requiring any external physical assistance
  - 3. Dressing: Putting on and taking of all necessary items of clothing without requiring any external physical assistance
  - 4. Bathing/Washing: The ability to wash in the bath or shower (including getting in and out of the bath or shower) or wash by other means
  - 5. Eating: All tasks of getting food into the body once it has been prepared
- II. Parkinson's disease secondary to drug and/or alcohol abuse is excluded.

## 14. Alzheimer's Disease

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

# 15. End Stage Liver Failure

- I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
  - a. Permanent jaundice; and
  - b. Ascites; and
  - c. Hepatic encephalopathy.
- II. Liver failure secondary to drug or alcohol abuse is excluded.

# Definitions applicable to Section 3: my:health Medisure Super Top Up

Def 1 For Super Top Up: Dependents: mean only the family members listed below:

- Your legally married spouse ,
- Your dependent children being your children (natural or legally adopted) aged between 3 months and 23 years, who is/are financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
- Your parents or parents-in-law

- Def 2 **Disease:** means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner to that effect.
- Def 3 **Subrogation:** Subrogation shall mean the right of the Insurer to assume the rights of the Insured person to recover expenses paid out under the Policy that may be recovered from any other source.

#### **Definitions applicable to Section 4: Hospital Cash**

- Def. 1. Hospital Cash means the daily cash and period specified in the Schedule.
- Def. 2. **Primary Insurer means** any Insurer including Us, who has issued a policy which pays for expenses incurred towards hospitalization due to sickness or accident.
- Def 3. Dependents means only the family members listed below:
  - i) Your legally married spouse as long as he/she continues to be married to You;
  - ii) Your children Aged between 91 days and 21 years if they are unmarried, still financially dependent on You and have not established their own independent households;

#### **Definitions Applicable to Section 5: Personal Accident Insurance**

- Def 1 **Daily Home Allowance** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is instructed by a **Physician** to complete his/her recovery at home following a payment of the **Daily Benefit**.
- Def 2 Immediate Family / Immediate Family Member means an Insured Person'sSpouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the Insured Person.
- Def 3 **Nominated Account** means the account nominated by the **Policyholder** in the Proposal Form, or as subsequently instructed by the **Policyholder** in writing, to which premiums for this Policy are to be debited/ charged.

#### **Definitions Applicable to Section 6: Travel Insurance**

- Def 1 **Insured Journey** means a trip commencing during the Period of Insurance. The Company agrees to continue the insurance for an Insured Person who commences an Insured Journey before the Policy Expiration Date, on the proviso that premium has been paid for such Insured Journey and the return trip is within One hundred Eighty (180) Days after the Insured Journey commences.
- Def 2 **Medical Treatment** means a **Physician's** medical advice, treatment, consultations, and prescribed or remedial attention

## Definitions Applicable to Section 5: Personal Accident Insurance and Section 6:Travel Insurance

Def 1 Accumulation Limit means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that

- the **Accumulation Limit** is exceeded, the **Accumulation Limit** amount will be distributed on a proportional basis to all **Insured Persons**, taking into account the maximum **Sums Insured** per Benefit and per **Insured Person**
- Def 2 **Any one illness** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
- Def 3 **Assistance Provider** means the assistance company with whom the **Company** contracts, as an independent contractor, to provide travel-related emergency assistance services.
- Def 4 **Beneficiary**: In case of death of the **Insured Person**, the **Beneficiary** means, unless stipulated otherwise by the **Insured Person**, the surviving Spouse of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted followed by the **Insured Person's** legal heirs or nominees. For all other benefits, the **Beneficiary** means the **Insured Person** himself unless stipulated otherwise
- Def 5 **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of Martial law.

# Def 6 Close Business Associate means:

- a. a business associate not a fellow employee of the **Insured Person** where the business relationship with the **Insured Person** is continuous and reliant on each other for the **Insured Person's** business, or
- b. a business companion who travels with the **Insured Person** for the same business purpose, and whose presence is necessary for the **Insured Person's** business, or
- c. a fellow employee of the **Insured Person**.
  - Def 7 **Common Carrier** means any land, sea or air conveyance operated under a licence issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
  - Def 8 Compensation means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
  - Def 9 **Daily Activities** means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
  - Def 10 **Daily Benefit** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is in **Hospital** as an in-patient up to the maximum number of **Days** stated in the Schedule

#### Def 11 Date of Loss:

- o ForAccident means the date of the Accident.
- for all other benefits means the date the event happened that leads to an alleged claim.
- ForSickness means the first date of diagnosis or the date the Insured Person first became aware of the Sickness.

- Def 13 Family Accumulation Limit means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons from the same Immediate Family involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that the Family Accumulation Limit is exceeded, the Family Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons from the same Immediate Family, taking into account the maximum Sums Insured per Benefit and per Insured Person.
  - Def 14 Foreign War means armed opposition, whether declared or not between two countries.
  - Def 15 **Franchise** means an amount stated in the Schedule as a percentage or a fixed amount for which the **Company** will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the **Company** will not be responsible unless the period of time has expired.
  - Def 16 Immediate Family / Immediate Family Member means an Insured Person's Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the Insured Person.

  - Def 18 **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:
    - o 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.
- Def 19 Primary Insured Person means the Insured Person who elects insurance under the Policy and pays all the required premium for the insurance elected
- Def 20 Salary means the total gross basic annual salary excluding payments for overtime, commission or bonus payable by the Policyholder to the Insured Person at the time of the Date of Loss. For weekly paid Insured Persons, the Salary will be calculated by taking the average gross weekly basic salary of the Insured Person for the thirteen (13) weeks prior to the Date of Loss and multiplying this amount by fifty-two (52).
- Def 21 Serious Injury or Serious Sickness means Bodily Injury or Sickness certified as being dangerous to life by a Physician.
- Def 22 **Sickness** means any fortuitous somatic illness or disease but excluding any disease or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognized, advised, sought out, or should have reasonably sought out, or received at any time before the **Period of Insurance**.
- Def 23 **Spouse** means an **Insured Person's** husband or wife who is recognized as such by the laws of the jurisdiction in which they reside.
- Def 24 **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
- Def 25 **Terrorism** means activities against persons, organisations or property of any nature:

- 1) that involve the following or preparation for the following:
  - a) use or threat of force or violence; or
  - b) commission or threat of a dangerous act; or
  - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
- 2) when one or both of the following applies:
  - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Def 26 Total Number of Travel Days means the maximum number of days insured under the Policy.

## Definitions applicable for Section 7: Home Insurance - Revision

- Def. 1. "Building" means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.
- Def. 2. "Contents" means all items/articles owned or held in trust by the Insured and his/her family members residing in the same home for which the Insured is accountable.
- Def. 3. "Jewellery" means articles of precious stones, gold, silver or other precious metals.
- Def. 4. "Market Value" means Replacement Value less depreciation.
- Def. 5. "Personal Effects" means clothing, spectacles, umbrellas, footwear, etc.
- Def. 6. "Reinstatement Value" means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.
- Def. 7. "Single Article" is defined as one distinct physical object having an independent economic value.
- Def. 8. "Specified Items" means jewellery, curios, antiques, pictures and other works of art, collection of stamps, coins and medals.
- Def. 9. "Standard Construction" means any construction with RCC/ RBC/ Tiles/ ACC roof and external walls of Burnt bricks/ Stone/ Concrete blocks.
- Def. 10. "Valuables" means carpets (other than normal wall to wall carpets), telephone instruments, photographic equipment including still & video cameras), clocks, binoculars, telescopes, musical instruments, audio and video equipment, computers (including laptops) & other peripheral equipment, watches, mobile phones, calculators, digital diaries and palm tops.

## Definitions applicable for Section 8:E@SECURE Insurance

- Def 1 Bank Account: YourBank Account details including personal e-banking login name, passwords or Bank Account number that are issued by banks operating in India.
- Def 2 **Bank Rate:** Means Bank rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due
- Def 3 Credit/Debit Card: Yourphysical Credit/Debit Card, Credit/Debit Card details or Credit/Debit Card numbers that are issued by banks operating in India.

Def 4 **Cyber Bullying or Harassment:** Means an aggressive, intentional act or behavior that is carried out by a group or an individual, using electronic forms of contact, repeatedly and over time against a victim who cannot easily defend himself or herself.

Cyber bullying or harassment includes any of the following but not limited to: posting rumors about a person, sexual remarks, threats to disclose victims' personal information, or pejorative labels, internet trolling and cyber stalking.

- Def 5 **Computer System:** Means **Your** electronic data storage or computing devices including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain ComputerProgrammes, electronic instructions, input Data and output Data, that performs logic, arithmetic, Data storage and retrieval, communication control and other functions. Computer System shall include all kinds of digital devices including but is not limited to mobile phones, laptops, personal computers.
- Def 6 **Endorsement:** An authorized amendment to this Policy
- Def 7 Extortion Loss: means any:
  - i. monies paid by You with Our prior written consent to prevent or end an Extortion Threat; or
  - ii. **Professional Fees** for independent advisors to conduct an investigation to determine the cause of an **Extortion Threat**
- Def 8 **Email Spoofing:** means forgery of an email header so that expected and awaited message appears to have originated from a legitimate source, instead was sent by someone from somewhere other than the actual legitimate and/or trusted source
- Def 9 **Extortion Threat:** means any threat or connected series of threats, for the purpose of demanding monies, communicated to **You** to prevent or end a **Security Threat**
- Def 10 **Flooding**; **Flood**: The process of creating various e-contents (on blog posts, social networking profiles etc) to roll back the harmful information in major search engines such as Google, Yahoo, MSN.
- Def 11 **Harmful Publication:** Published information on the internet (including forums, blog postings, social media and any other websites) that undermines **Your** reputation such that the information is:
  - a. Defamatory-an allegation of a fact that is false and injurious;
  - b. Insulting—an offensive expression of contempt or invectiveness; orUnlawful disclosure of one's private life.
- Def 12 **Journalist**: A person employed by traditional news media or any professional medium or agency to regularly gather, process and disseminate news and information to serve the public interest.
- Def 13 Money: Any circulating medium of exchange, including but not limited to
  - a. coins & paper money,

- gold, silver, or other metal in pieces of convenient form stamped by public authority and issued as a medium of exchange and measure of value
   Any article or substance used as a medium of exchange, measure of wealth, or means of payment, such as cheques on demand or demand drafts.
- Def 14 **Deemed Necessary:** Means Psychiatric services needed to prevent, diagnose, or treat a psychological illness, injury, condition, disease, or its symptoms and that meet accepted standards of psychiatry.

Def 15 Occupation: Yourfull-time or part-time gainful employment or any other work for pay or profit.

Def 16 **Personal Information: Your** private details (including any online authentication information) relating to **Your** identity that will allow **You** to be identified, such as:

- Full name
- Passport number
- Aadhaar ID number
- Mailing and/or home address
- Driving license number
- Telephone number(s) registered under **Your** name
- · Online login ID and password
- Credit/Debit Card number
- Bank Account number
- Def 17 **Period of Insurance** The period of cover as stated in the Policy Schedule.
- Def 18 **Phishing:** Fraudulent websites or emails, purporting to be from reputable companies or institutions in order to induce individuals to reveal personal information, such as usernames, passwords and credit card numbers and internet banking details.
- Def 19 **Policyholder**: The name stated in the Policy Schedule.

Def 20 **Specified Event:** An occurrence of one or more of these covered events which arises out of the use of the internet and that is attributed to the conduct of a **Third Party** and is not due to **Your** fault:

- Damage to E-reputation
- Identity Theft
- Unauthorized Online Transactions
- E-Extortion
- Cyber Bullying
- Phishing and E-mail Spoofing
- Def 21 Security Threat: means any threat conveyed over internet to demand money or goods or services from You by threatening to inflict harm to Your person, Your reputation, or Your property by making public, YourPersonal Information/ data stored in your Computer System while still in your physical possession and custody or by denying You the access to data or information in such Computer Systems.

Def 22 **Third Party:** Any person or entity who deals at arm's length with **You** and which neither controls nor is controlled by **You. Third Party** shall not be:

• Any person covered under this Policy; or

HDFC ERGO General Insurance Company Limited (Formerly HDFC General Insurance Limited). CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai - 400020. Customer Service Address:D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078. Telephone No: 022 6638 3600Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234 | care@hdfcergo.com | www.hdfcergo.com. Trade Logo displayed above belongs to HDFC Ltd and ERGO International AG and used by the Company under license I IRDAI Reg No. 146. UIN: HDFHLIP19129V011819

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- Any person or entity who is in an employer-employee relationship with You; or
- Any member of YourFamily (regardless residing with You or not) and/or their authorized representatives.

**Def23 We/Us/Our** HDFC ERGO General Insurance Company Limited **Def 24.You/Your/Yourself** The name stated in the Policy Schedule.

#### C) Waiting Periods and Exclusions

#### A. Waiting Periods

1. Waiting Periods applicable to Section 1: Health Suraksha

All claims payable will be subject to the waiting periods specified below:

- i) General waiting period of 30 days for all claims payable under the Policy except claims arising due to an Accident.
- ii) A waiting period of 24 months shall apply to the treatment, whether medical or surgical, of the disease/conditions mentioned below. Additionally the said 24 months waiting period shall be applicable to all surgical procedures mentioned under surgeries in the following table, irrespective of the disease/condition for which the surgery is done, except claims payable due to the occurrence of cancer.
  - i. Illnesses: Internal Congenital diseases, non-infective arthritis; calculus diseases of gall bladder including cholecystitisand urogenital system e.g.Kidney stone,Urinary Bladder Stone;Pancreatitis,Ulcer and erosion of stomach and duodenum;Gastro Esophageal Reflux Disorder (GERD); All forms of Cirrhosis (Pls note: all forms of cirrhosis due to alcohol will be excluded);Perineal Abscesses;Perianal Abscesses; cataract; fissure/fistula in anus, hemorrhoids, pilonidal sinus, gout and rheumatism; internal tumors, cysts, nodules, polyps including breast lumps (each of any kind unless malignant); osteoarthritis and osteoporosis; polycystic ovarian diseases; Fibroids (fibromyoma);sinusitis;Rhinitis;Tonsillitis and skin tumorsunless malignant; Benign Hyperplasia of Prostate,
  - ii. **Treatments:** adenoidectomy, mastoidectomy, tonsillectomy and tympanoplasty); dilatation and curettage (D&C);joint replacement; myomectomy for fibroids; surgery of genito urinary system unless necessitated by malignancy; surgery on prostate; cholecystectomy; surgery of hernia; surgery of hydrocele/Rectocele; surgery for prolapsed inter vertebral disc ;Joint replacement surgeries, surgery of varicose veins and varicose ulcers; Surgery for Nasal septum deviation, nasal concha resection,
    - If the Insured person renews with Us or transfers from any other insurer and enhances the coverage, then this exclusion shall apply in relation to the amount by which the coverage has been enhanced.
- iii) 48 months waiting period for all Pre-existing Conditions declared and/or accepted at the time of application. If the Insured person renews with Us or transfers from any other insurer and enhances the

coverage, then this exclusion shall apply in relation to the amount by which the coverage has been enhanced.

#### PI Note:

Coverage under the policy for any past illness/condition or surgery is subject to the same being declared at the time of application by You or the Insured Person or anyone acting on behalf of You or an Insured Personand accepted by Us without any exclusion

- 2. Waiting Periods applicable to Section 2: Critical Illness Insurance
- i). 90 days waiting period shall apply from the commencement of the policy period to all claims under the policy
- 3. Waiting Periods applicable to Section 3: my:healthMedisure Super Top Up Insurance
- i) General waiting period: claim arising due to condition for which appearance of signs/symptoms, consultation, investigation, treatment or admission started within 30 days from Policy Commencement Date, except for the claims arising due to an Accident.
  - This Exclusion doesn't apply for those having any health insurance indemnity policy in India at least for 1 year prior to taking this Policy as well as for subsequent renewals with Us without a break
- ii) Waiting Period for listed illnesses and Procedures: 24 months for all Illnesses and Surgical Procedures listed below however this waiting period will not be applicable where the underlying cause is cancer(s).
  - Cataract
  - Hysterectomy other than for malignancy
  - Uterine prolapse including any condition requiring Hysterectomy
  - Polycystic Ovarian Diseases, Myomectomy for Fibroids
  - Knee Replacement Surgery (other than caused by an accident)
  - Osteoarthritis and Osteoporosis
  - Arthritis, Arthroscopic Surgery, Rheumatism, Joint Replacement Surgery (other than caused by accident), Prolapse of Intervertibral discs(other than caused by accident)
  - Varicose Veins and Varicose Ulcers, Hernia, Stones in the urinary, uro-genital and biliary systems, Benign Prostate Hypertrophy, Hydrocele
  - Congenital internal anomaly
  - Fistula in anus, Piles, Fissures
  - Fibroids, Dilatation & Curettage for treatment purposes, Pilonidal sinus, Chronic Suppurative Otitis Media (CSOM)
  - Deviated Nasal Septum, Sinusitis and related disorders
  - Surgery on tonsils/Adenoids
  - Gastric and duodenal ulcer, any type of Cysts/Nodules/Polyps, and any type of Breast lumps, benign ear, Nose and Throat disorders and surgeries Chronic Nephritis and Nephropathy

(Kidney diseases).

· Hypertension, Diabetes and related complications

#### iii) Waiting Period for Pre-existing conditions:

A waiting period of 36 months shall apply for all Pre-existing Conditions declared and/or accepted at the time of applying first policy with us.

## 4. Waiting Periods applicable to Section 4: Hospital Cash Insurance

All claims payable will be subject to the waiting periods specified below:

- i) We are not liable for any claim arising due to treatment and admission within 30 days from policy commencement date except claims arising due to an accident.
- ii) A waiting period of 24 months from policy commencement date shall apply to the treatment, whether medical or surgical, of the disease/conditions mentioned below. Additionally the said 24 months waiting period shall be applicable to all surgical procedures mentioned under surgeries in the following table, irrespective of the disease/condition for which the surgery is done, except claims payable due to the occurrence of cancer

**Illnesses**: internal congenital diseases, arthritis if non infective; calculus diseases of gall bladder including cholecystitis and urogenital system e.g.Kidneystone,Urinary Bladder Stone; Pancreatitis,Ulcer and erosion of stomach and duodenum;GastroEsophageal Reflux Disorder (GERD); All forms of Cirrhosis (Pls note: all forms of cirrhosis due to alcohol will be excluded); PerinealAbscesses; Perianal Abscesses; cataract; fissure/fistula in anus, hemorrhoids, pilonidal sinus,; gout and rheumatism; internal tumors, cysts, nodules, polyps including breast lumps (each of any kind unless malignant); osteoarthritis and osteoporosis; polycystic ovarian diseases; sinusitis; Rhinitis; Tonsillitis and skin tumors unless malignant; Benign Hyperplasia of Prostate.

**Treatments:** adenoidectomy, mastoidectomy, tonsillectomy and tympanoplasty;, dilatation and curettage (D&C);; joint replacement; myomectomy for fibroids;; surgery of genito urinary system unless necessitated by malignancy; Surgery on prostate; cholecystectomy; surgery of hernia; surgery of hydrocele/Rectocele; surgery for prolapsed inter vertebral disk; surgery of varicose veins and varicose ulcers.

iii) 48 months waiting period from policy commencement date for all Pre-existing Conditions declared and/or accepted at the time of application

#### PI Note:

Coverage under the policy for any past illness/condition or surgery is subject to the same being declared at the time of application by You or the Insured Person or anyone acting on behalf of You or an Insured Personand accepted by Us without any exclusion

A. Reduction in waiting periods (Applicable for Section 1 Health Suraksha, Section 2 Critical Illness Section 4: Hospital Cash insurance

- 1) If the Proposed Insured is presently covered and has been continuously covered without any lapses under:
  - a) any health insurance plan with an Indian non life insurer as per guidelines on portability, OR
  - b) any other health insurance plan from Us,

#### Then:

- a) The waiting periods specified in above Section C. A 1, 2, 4 of the Policy stand deleted; AND:
- The waiting periods specified in above Section C. A 1, 2, 4 shall be reduced by the number of continuous preceding years of coverage of the Insured Person under the previous health insurance policy; AND
- c) If the proposed Sum Insured for a proposed Insured Person is more than the Sum Insured applicable under the previous health insurance policy, then the reduced waiting period shall only apply to the extent of the Sum Insured and any other accrued sum insured under the previous health insurance policy.
- 2) The reduction in the waiting period specified above shall be applied subject to the following:
  - a) We will only apply the reduction of the waiting period if We have received the database and claim history from the previous Indian insurance company (if applicable)
  - b) We are under no obligation to insure all Insured Persons or to insure all Insured Persons on the proposed terms, or on the same terms as the previous health insurance policy even if You have submitted to Us all documentation and information.
  - c) We will retain the right to underwrite the proposal as per Our underwriting guidelines.
  - d) We shall consider only completed years of coverage for waiver of waiting periods. Policy Extensions if any sought during or for the purpose of porting insurance policy shall not be considered for waiting period waiver

#### b) General Exclusions

# 1. General Exclusions applicable for Section 1: Health Suraksha,

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

- i). 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.
- ii). Anylnsured Person committing or attempting to commit a breach of law with criminal intent, or intentional self injuryorattempted suicide or suicide while sane or insane.
- iii). Any Insured Person's participation or involvement in naval, military or air force operation, racing, diving, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing a professional or semi professional nature.

- iv). 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.
- v). Treatment of Obesity and any weight control program,.
- vi). Psychiatric, mental disorders (including mental health treatments)and, sleep-apnoea, Parkinson and Alzheimer's disease, general debility or exhaustion ("run-down condition").
- vii). Congenital external diseases, defects or anomalies, genetic disorders.
- viii). Stem cell implantation or surgery, or growth hormone therapy. 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.
- ix). Save as and to the extent provided for under 2i), pregnancy (including voluntary termination), miscarriage (except as a result of an Accident or Illness), maternity or birth (including caesarean section) except in the case of ectopic pregnancy in relation to a claim under1i) for in-patient treatment only.
- x). Sterility, treatment whether to effect or to treat infertility, any fertility, sub-fertility or assisted conception procedure, surrogate or vicarious pregnancy, birth control, contraceptive supplies or services including complications arising due to supplying services.
- xi). Save as and to the extent provided for under 2ii), dental treatment and surgery of any kind, unless requiring Hospitalisation.
- xii). Expenses for donor screening, or, save as and to the extent provided for in 1vi), the treatment of the donor (including surgery to remove organs from a donor in the case of transplant surgery).
- xiii). Treatment and supplies for analysis and adjustments of spinal subluxation, diagnosis and treatment by manipulation of the skeletal structure or for muscle stimulation by any means except treatment of fractures (excluding hairline fractures) and dislocations of the mandible and extremities).
- xiv). Circumcisions(unless necessitated by illness or injury and and forming part of treatment); treatment for correction of eye due to refractive error, aesthetic or change-of-life treatments of any description such as sex transformation operations.
- xv). Plastic surgery or cosmetic surgery or treatments to change appearance unless unless necessary as a part of medically necessary treatment certified by the attending Medical Practitioner for reconstruction following an Accident, cancer or burns.
- xvi). Conditions for which Hospitalisation is NOT required
- xvii). Experimental, investigational or unproven treatment devices and pharmacological regimens.
- xviii). Admission primarily for diagnostic purposes not related to illness for which Hospitalisation has been done.
- xix). Save as and to the extent provided for under 2v), any Convalescence, cure, rest cure, sanatorium treatment, rehabilitation measures, private duty nursing, respite care, long-term nursing care or custodial care.

- xx). Save as and to the extent provided for under 1viii), any nonallopathic treatment.
- xxi). Preventive care, vaccination including inoculation and immunisations(except in case of post-bite treatment), any physical, psychiatric or psychological examinations or testing.; enteral feedings (infusion formulas via a tube into the upper gastrointestinal tract) and other nutritional and electrolyte supplements, unless certified to be required by the attending Medical Practitioner as a direct consequence of an otherwise covered claim.
- xxii). Charges related to a Hospital stay not expressly mentioned as being covered, including but not limited to charges for admission, discharge, administration, registration, documentation and filing.
- xxiii). Items of personal comfort and convenience including but not limited to television ( wherever specifically charged for), charges for access to telephone and telephone calls ( wherever specifically charged for), foodstuffs( except patient's diet), cosmetics, hygiene articles, body care products and bath additive, barber or beauty service, guest service as well as similar incidental services and supplies, and vitamins and tonicsunless vitamins and tonics are certified to be required by the attending Medical Practitioner as a direct consequence of an otherwise covered claim.
- xxiv). Treatmentrendered by a Medical Practitioner which isoutside his discipline or the discipline for which he is licensed; treatments rendered by a Medical Practitioner who is a member of an Insured Person's family, or stays with him, however proven material costs are eligible for reimbursement in accordance with the applicable cover.
- xxv). Save as and to the extent provided in 2 iii), the provision or fitting of hearing aids, spectacles or contact lenses including optometric therapy, any treatment and associated expenses for alopecia, baldness, wigs, or toupees, medical supplies including elastic stockings, diabetic test strips, and similar products.
- xxvi). Any treatment or part of a treatment that is not of a reasonable charge, not medically necessary; treatmentsor drugs not supported by a prescription.
- xxvii). Artificial limbs, crutchesor any other external appliance and/or device used for diagnosis or treatment(except when used intra-operatively).
- xxviii). Any specific timeboundexclusion(s) applied by Us and specified in the Schedule and accepted by the Insured, as per our Underwriting guidelines.
- xxix). Any non medical expenses mentioned in Appendix II of the policy document

# 2. General Exclusions applicable for Section2: Critical Illness Insurance

- i). 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.
- ii). Any Insured Person committing or attempting any breach of the law with criminal intent or Arising out of or as a result of any act of self-destruction or self inflicted injury, attempted suicide or suicide.
- iii). Insured Person's participation or involvement in naval, military or air force operation, racing, diving, aviation, scuba diving, parachuting, bungee jumping, hang-gliding, rock or mountain climbing.

- iv). 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.
- v). 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.
- vi). Any treatment arising from pregnancy (including voluntary termination), miscarriage, maternity or birth (including caesarean section), congenital internal and external diseases, defects or anomalies.
- vii). Any exclusion mentioned in the Schedule or the breach of any specific condition mentioned in the Schedule.

#### 3. General Exclusions applicable for Section 3: my:healthMedisure Super Top Up Insurance

- i). Domiciliary hospitalization expenses
- ii). Co-payment: All person(s) named in the Schedule to this Policy above the age of 80 years (age last birthday) shall bear a co-pay of 10% for each and every claim.
- iii). Aggregate Deductible: We are not liable for Claims/Claim amount falling within Aggregate Deductible limit as opted and mentioned on the Schedule
- iv). Any treatment arising from or traceable to pregnancy, childbirth including caesarean section. However, this exclusion will not apply to Ectopic Pregnancy proved by diagnostic means.
- v). Circumcision unless necessary for treatment of a illness or injury not excluded hereunder or due to an accident.
- vi). Ambulance charges.
- vii). Genetic disorder and stem cell implantation/surgery.
- viii). Dental treatment or surgery of any kind unless necessitated due to an accident and requiring minimum 24 hours Hospitalization or treatment of irreversible bone disease involving the jaw which cannot be treated in any other way, but not if it is related to gum disease or tooth disease or damage.
- ix). Birth control procedures, hormone replacement therapy and voluntary termination of pregnancy during the first 12 weeks from the date of conception.
- x). Routine medical, eye and ear examinations, cost of spectacles, laser surgery for cosmetic purposes or corrective surgeries, contact lenses or hearing aids, vaccinations except post-bite treatment, issue of medical certificates and examinations as to suitability for employment or travel.
- xi). All expenses arising out of any condition directly or indirectly caused due to or associated with human T-call Lymph tropic virus type III (HTLV-III) or Lymphadinopathy Associated Virus (LAV) or Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases / illness / injury caused by and/or related to HIV and sexually transmitted diseases.
- xii). Vitamins and tonics unless forming part of treatment for illness or injury and prescribed by a Medical Practitioner.
- xiii). Instrument used in treatment of Sleep Apnoea Syndrome (C.P.A.P.) and Continuous Peritoneal Ambulatory Dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial Asthmatic condition, Infusion pump or any other external devices used during or after treatment.
- xiv). Treatment for developmental problems including learning difficulties eg. Dyslexia, behavioural problems including attention deficit hyperactivity disorder(ADHD).
- xv). Treatment for general debility, ageing, convalescence, run down condition or rest cure, Congenital external anomaly/ies or defects, sterility, infertility including IVF, impotency, venereal disease, puberty or menopause.

- xvi). Committing or attempting to commit a criminal or illegal act, or intentional self injury or attempted suicide while sane or insane.
- xvii). Certification / Diagnosis / Treatment by a family member or from persons not registered as Medical Practitioners under the respective Medical Councils, or any diagnosis or treatment that is not scientifically recognized or experimental or unproven.
- xviii). Ailment requiring treatment due to use, abuse or a consequence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen and treatment for de-addiction, or rehabilitation.
- xix). Any illness or hospitalization arising or resulting from You or any of Your family members committing any breach of law with criminal intent.
- xx). Any treatment received in convalescent homes, convalescent hospitals, health hydros, nature cure clinics or similar establishments.
- xxi). Prostheses, corrective devices and medical appliances, which are not required intra-operatively for the illness/ injury for which You were hospitalised.
- xxii). Any stay in Hospital/Nursing Home without undertaking any treatment or where there is no active line of treatment by the Medical Practitioner.
- xxiii). Treatment of any mental illness or sickness including a psychiatric condition, disorganization of personality or mind, or emotions or behavior, Parkinson's or Alzheimer's disease even if caused or aggravated by or related to an accident or illness or general debility or exhaustion ("run-down condition").
- xxiv). Any cosmetic surgery unless forming part of treatment for cancer or burns, surgery for sex change or treatment of obesity/morbid obesity or treatment/surgery /complications/illness arising as a consequence thereof.
- xxv). Charges incurred primarily for diagnostic, X-ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment even if the same requires confinement at a Hospital/Nursing Home.
- xxvi). Costs of donor screening and organ.
- xxvii). Costs incurred on Alternative treatments.
- xxviii). whilst You are engaging in 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 or involving a naval military or air force operation.
- xxix). Whilst You are flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air Charter Company.
- xxx). All expenses caused by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- xxxi). All expenses directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country), civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
- xxxii). All non-medical expenses as per annexure 2 attached.
- xxxiii). Any condition after the point at which it is certified by the attending Medical Practitioner to be of such a nature that further medical treatment may serve to stabilize or maintain it but it is unlikely to result in a material improvement within a reasonable time.
- xxxiv). Service charges or any other charges levied by the Hospital/Nursing Home, except registration/admission charges.

# 4. General Exclusions applicable for Section 4: HDFC ERGO Hospital Cash Insurance

i) 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.

- ii) Any Insured Person committing or attempting to commit a breach of law with criminal intent ,or intentional self injury or attempted suicide or suicide while sane or insane.
- iii) Any Insured Person's participation or involvement in naval, military or air force operation, racing, diving, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing in a professional or semi professional nature.
- iv) The abuse or the consequences of the abuse of intoxicants or hallucinogenic substances such as intoxicating drugs and alcohol, including smoking cessation programs and the treatment of nicotine addiction or any other substance abuse treatment or services, or supplies.
- v) Treatment of obesity and any weight control program.
- vi) Psychiatric, mental disorders (including treatment for mental health), Sleep Apnoea, Parkinson and Alzheimer's disease, general debility or exhaustion ("run-down condition"); external congenital diseases, defects or anomalies, genetic disorders; stem cell implantation or surgery, or growth hormone therapy.
- vii) 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, when associated with HIV infections.
- viii) Pregnancy (including voluntary termination), miscarriage (except as a result of an Accident or Illness), maternity or childbirth (including caesarean section) except in the case of ectopic pregnancy.
- ix) Sterility, treatment whether to effect or to treat infertility, any fertility, sub-fertility or assisted conception procedure, surrogate or vicarious pregnancy, birth control, contraceptive supplies or services including complications arising due to supplying services
- x) Dental treatment and surgery of any kind, unless requiring Hospitalization.
- xi) Treatment for analysis and adjustments of spinal subluxation, diagnosis and treatment by manipulation of the skeletal structure or for muscle stimulation by any means except treatment of fractures( excluding hairline fractures) and dislocations of the mandible and extremities).
- xii) Nasal septum deviation and nasal concha resection; circumcisions ((unless necessitated by illness or injury and and forming part of treatment), treatment for correction of eye due to refractive error, aesthetic or change-of-life treatments of any description such as sex transformation operations.
- xiii) Plastic surgery or cosmetic surgery unless necessary as a part of medically necessary treatment certified by the attending Medical Practitioner for reconstruction following an Accident, cancer, burns.
- xiv) Experimental ,investigational or unproven treatment, devices and pharmacological regimens.

- xv) Hospitalization Admission primarily for diagnostics purposes not related to illness for which Hospitalisation has been done.
- xvi) Any non allopathic treatment.
- xvii) All preventive care, vaccination including inoculation and immunisations (except post bite treatment in hospital) ,any physical, psychiatric or psychological examinations or testing enteral feedings (infusion formulas via a tube into the upper gastrointestinal tract) and other nutritional and electrolyte supplements, unless certified to be required by the attending Medical Practitioner as a direct consequence of an otherwise covered claim.
- xviii) Treatment rendered by a Medical Practitioner which is outside his discipline or the discipline for which he is licensed; treatments rendered by a Medical Practitioner who shares the same residence as an Insured Person or who is a member of Insured Person's family.
- xix) Any treatment or part of a treatment that is not of a reasonable charge and not medically necessary.
- xx) Any specific timebound or lifetime exclusion(s) applied by Us and mentioned in the Schedule and accepted by the Insured, as per our underwriting guidelines.

# 5. General Exclusions applicable for Section 5: Personal Accident Insuranceand section 6: Travel Insurance (Section 4& 5)

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

- 1) ForBodily Injury or Sickness occasioned by Civil War or Foreign War.
- 2) ForBodily Injury or Sickness caused or provoked intentionally by the Insured Person.
- 3) for Bodily Injury or Sickness due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat, or arising out of nonadherence to Medical Advice.
- 4) ForBodily Injury or Sickness sustained or suffered whilst the Insured Person is or as a result of the Insured Person being under the influence of alcohol or drugs or narcotics unless professionally administered by a Physician or unless professionally prescribed by and taken in accordance with the directions of a Physician.
- 5) For**Bodily Injury** due to a gradually operating cause.
- 6) For**Bodily Injury** sustained whilst or as a result of participating in any sport as a professional player.
- 7) for **Bodily Injury** sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
- 8) for **Bodily Injury** sustained whilst or as a result of riding or driving a motorcycle or motor scooter over one hundred fifty (150) cc.
- 9) for Bodily Injury whilst the Insured Person is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.
- 10) for **Bodily Injury** sustained whilst or as a result of participating in any criminal act.
- 11) for **Bodily Injury** or **Sickness** resulting from pregnancy within twenty-six (26) weeks of the expected date of birth.

- 12) for **Bodily Injury** or **Sickness** caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related **illness** or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the **Insured Person** to show that **Bodily Injury** or **Sickness** was not caused by or did not arise through AIDS or HIV.
- 13) For**Bodily Injury** or **Sickness** caused by or arising from or due to venereal or venereal related disease.
- 14) For**Bodily Injury** sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
- 15) for **Bodily Injury** sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the **Bodily Injury** occurred whilst the **Insured Person** was on leave or not in uniform.
- 16) for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- 17) any pathological fracture.
- 18) for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
- 19) for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
- 20) for **Bodily Injury** sustained whilst or as a result of engaging in, practicing for, or taking part in training peculiar to any kind of hazardous sport such as parachuting, hangliding, parasailing, off-piste skiing or bungee jumping.
- 21) Any Medical Expenses incurred, the need of which arises out of a Pre-existing Condition
- 22) For**Bodily Injury** caused by or arising from or as a result of **Terrorism**.

#### 6. General Exclusions applicable for Section 8: E@Secure Insurance

- 1) Your failure to take due care and precaution to safe guard Your Personal Information, Bank Accounts and/or Credit/Debit Cards information and internet communication.
- 2) Deliberate, fraudulent, Illegal or malicious acts or failure to act by You or intentional or knowing violation of any duty, obligation, contract, law or regulation by You.
- 3) Facts or circumstances existing prior to the commencement of this cover, which You knew or ought to have reasonably known to be facts or circumstances likely to give rise to a claim.
- 4) Your business activities (including but not limited to e-trading and blogging where You receive remuneration or benefits in any form), Occupation or political affiliations.
- 5) Loss that You have directly or indirectly and intentionally created or endorsed by You.
- 6) Any unexplained loss or mysterious disappearance.
- 7) Any loss or damage caused by the order of any government authority.
- 8) Consequential loss or damage of any kind including loss suffered by any Third Party.
- 9) Any claim in connection with the ownership, driving or use of a motor vehicle.
- 10) Fees and costs incurred before acceptance of a claim.
- 11) Any claims made in connection: failure or interruption, caused by whatsoever reason, of access to a Third Party infrastructure or service provider, including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.

- 12) Losses arising from the theft, disappearance, loss of value or inaccessibility of any cryptocurrency"
- 13) Any claim reported to Us more than six (6) months after the occurrence of the Specified Event.
- 14) Any damage to or destruction of any tangible property, including loss of use thereof.
- 15) Any liability under any contract, agreement, guarantee or warranty assumed or accepted by except to the extent that such liability would have attached to You in the absence of such contract, agreement, guarantee or warranty.
- 16) Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property.
- 17) War, Terrorism, looting and Governmental Acts.
- 18) Any losses or liabilities connected with any inherent product defect/wear and tear or any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal Funds, currencies, foreign exchange, and the like.
- 19) Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wire tapping, audio or video recordings or telephone marketing.

# **D) Claims Procedure**

# 1) Applicable for Section 1: Health Suraksha

## **Notification of Claim**

	Treatment, Consultation or Procedure:	We must be informed:
1)	If any treatment for which a claim may be made is to be taken and that treatment requires Hospitalisation:	Immediately and in any event at least 48 hours prior to the Insured Person's admission.
2)	If any treatment for which a claim may be made is to be taken and that treatment requires Hospitalisation in an emergency:	Within 24 hours of the Insured Person's admission to Hospital.
3)	For all benefits which are contingent on Our prior acceptance of a claim under Section 1)a):	Within 7 days of the Insured Person's discharge post-Hospitalisation.
4)	If any treatment, consultation or procedure for which a claim may be made is required in an emergency:	Within 7 days of completion of such treatment, consultation or procedure.
5)	In all other cases:	Of any event or occurrence that may give rise to a claim under this Policy at least 7 days prior to any consequent treatment, consultation or procedure and We must pre-authorise such treatment, consultation or procedure.

Please note that emergency means a sudden, urgent, unexpected occurrence or event, bodily alteration or occasion requiring immediate medical attention.

If any time period is specifically mentioned under Section 1-5, then this shall supersede the time periods mentioned above.

#### q) Cashless Service

	Treatment, Consultation or Procedure:	Treatment, Consultation or Procedure Taken at:	Cashless Service is Available:	We must be given notice that the Insured Person wishes to take advantage of the cashless service accompanied by full particulars:
1)	If any planned treatment, consultation or procedure for which a claim may be made:	Network Hospital	We will provide cashless service by making payment to the extent of Our liability directly to the Network Hospital.List of Network Hospitals can be accessed at <a href="https://www.hdfcergo.com/locators/cashless-hospitals-network.html">https://www.hdfcergo.com/locators/cashless-hospitals-network.html</a>	At least 48 hours before the planned treatment or Hospitalisation
2)	If any treatment, consultation or procedure for which a claim may be made in an emergency:	Network Hospital	We will provide cashless service by making payment to the extent of Our liability directly to the Network Hospital.	Within 24 hours after the treatment or Hospitalisation

Please note that emergency means a sudden, urgent, unexpected occurrence or event, bodily alteration or occasion requiring immediate medical attention.

#### List of Documents for Claims under Section 1: Health Suraksha

The Insured Person shall provide Us with any documentation and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 15 days of the earlier of our request or the Insured Person's discharge from Hospitalisation or completion of treatment. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the Insured. Such documentation will include but is not limited to the following:

- i) Our claim form, duly completed and signed for on behalf of the Insured Person.
- ii) Original Bills with detailed breakup of charges (including but not limited to pharmacy purchase bill, consultation bill, diagnostic bill) and any attachments thereto like receipts or prescriptions in support of any amount claimed which will then become Our property.
- iii) Original payment receipts
- iv) All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
- v) Discharge Summary, with Date of admission and discharge, clinical history, past history, procedure details and details of treatment taken
- vi) Invoice/Sticker of transplants

- vii) A precise diagnosis of the treatment for which a claim is made.
- viii) A detailed list of the individual medical services and treatments provided and a unit price for each.
- ix) Prescriptions that name the Insured Person andin the case of drugs: the drugs prescribed, their price, and a receipt for payment. Prescriptions must be submitted with the corresponding doctor's invoice

**The Insured Person** will have to undergo medical examination by Our authorised Medical Practitioner, as and when We may reasonably require, to obtain an independent opinion for the purpose of processing any claim. We will bear the cost towards performing such medical examination ( at the specified location) of the Insured

#### 2) Applicable for Section 2 Critical Illness

#### **Notification of Claim**

We must be informed of any event or occurrence that may give rise to a claim under this Policy with in 14 days of the diagnosis of the first occurrence of the Critical Illness. You can intimate us through letter, email, fax or telephone.

#### Claims documents for Critical Illness under Section 2 Critical Illness

The Insured Person shall provide Us with any documentation and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 60 days of first diagnosis of the Critical Illness or within 10 days of the earlier of our request. Such documentation will include but is not limited to the following in English/Hindi:

- i. Our claim form, duly completed and signed for on behalf of the Insured Person.
- ii. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, prescription, discharge summaries.
- iii. A precise diagnosis for which a claim is made.
- iv. KYC documents

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.

- a) The Insured Person additionally hereby consents to:
  - i) The disclosure to Us of documentation and information that may be held by medical professionals and other insurers.
  - ii) Being examined by any Medical Practitioner We authorise for this purpose when and so often as We may reasonably require. We will bear the reasonable cost towards performing such medical examination(at the specified location) of the insured person

# 3) Applicable for Section 3 my:health Medisure Super Top Up Insurance

## **Notification of Claim**

Give immediate notice to the Company named in this Policy/Health Card, by calling the Help Line number as specified in the Policy/Health Card, or in writing to the address shown in the Schedule with particulars as below:

- Policy Number,
- Name of the person(s) named in the Schedule to this Policy availing treatment,
- Nature of disease/illness/injury,
- Name and address of the attending Medical Practitioner/Hospital
- Date of admission & probable date of discharge
- Approximate Claim Expenses
- Any other relevant information

Intimation of claim must be done at least 72 hours prior to Hospitalization in case of planned Hospitalization and within 24 hours of Hospitalization in case of an emergency Hospitalization.

In case where initial covered Medical expenses were not expected to exceed the deductible but subsequently found to be exceeding the opted deductible, notification must be done immediately along with the copy of intimation made to other Insurer.

#### Claims documents under Section 3 my:health Medisure Super Top Up Insurance

## 2. Cashless Facility for Hospitalization

- We may provide Cashless facility for Hospitalization expenses either directly or through the Third Party Administrator (TPA) if treatment is undergone at a **Network Hospital** by issue of pre-authorization by Us or the TPA.
- ii) For the purpose of considering pre-authorization and Cashless facility, You shall submit to the TPA complete information of the illness or injury requiring treatment along with necessary certification from the Medical Practitioner and/or Hospital.
- iii) If claim for treatment appears admissible, We or TPA shall issue pre-authorization to the Hospital concerned for Cashless facility whereby Hospitalization expenses shall be paid directly by Us directly or through the TPA as confirmed in the pre-authorization.
- iv) Cashless facility for Hospitalization will not be available for treatment in Non-Network Hospital and may be declined even for treatment at Network Hospital where the information available does not conclusively establish that a claim in respect of the treatment would be admissible. In such a case, You shall bear the expenses and claim reimbursement, immediately after discharge from Hospital/Nursing Home in accordance with the stipulations herein.
- v) Cashless facility for Hospitalization benefit shall be limited exclusively to Hospitalization Expenses incurred for treatment at a Network Hospital for illness or injury which are covered under the Policy and shall be extended only for Coverage mentioned under Scope of cover(A) "Inpatient Hospitalization expenses" and Scope of cover (B) "Day care Procedures"

#### 3. Claims Processing for Reimbursement

- i) After intimation as aforesaid, further submit following documents to the TPA at Your own expense within 30 days of discharge from the Hospital, the following:-
  - Claim Form Duly filled with requisite information and signed by Insured & Hospital
  - Copy of the claim intimation

- Original Hospital Main Bill
- Original Hospital Bill break up (Where issued by the Hospital)
- Original Hospital Bill Payment Receipt
- Hospital Discharge Card/Summary
- Original Pharmacy Bill with supporting prescriptions
- Medical Investigation report: ECG/X-Ray/USG/CT/MRI/Histopathology/pathological and all other medical investigation report in support of diagnosis as advised by the treating doctor.
- All Doctor's consultation note: confirming provisional & final diagnosis/advise for admission/medical complication/proposed line of treatment/past medical history
- Original bills and receipts for claiming Ambulance charges(if any)
- By signing the claim form you are authorizing us to collect the following documents from the Hospital. If you have obtained these documents, then please submit the same
- Operation Theatre Notes in surgical cases
- Bar code sticker & Invoice for implants and prosthesis (if used)
- In case of Accidental Injuries, Medico Legal Certificate and/ or First information Report, where applicable and self statement giving description of the incident
- Indoor case papers

## **Pre and Post hospitalization Claims documents**

- Duly filled claim form(s)(If claimed Separately)
- Pharmacy Bills with supporting prescriptions
- Medical investigation test reports and payment receipts with doctor's advice note for such investigations.
- All Doctor's consultation note with original bills and receipts for claiming Doctors fees,
- ii) Documents pertaining to the Post-Hospitalization claim shall be submitted to the TPA within 15 days from the date of expiry of Post-Hospitalisation coverage period.
- iii) At any time You may be required to authorize and permit the TPA and/or Us or anyone deputed by Us or TPA to obtain any further information or records from the Hospital, Medical Practitioner, Lab or other agency, in connection with the treatment relating to the claim.
- iv) You should under go medical examination by Medical Practitioner designated by Us or the TPA and the cost of such medical examination will be borne by Us.

We may carry out verification/investigation on a case to case basis to ascertain the facts/collect additional information/documents of the case to determine the assessment of loss. Verification carried out, if any, will be done by individuals or entities authorized by Us to carry out such verification/investigation(s) and the costs for such verification/investigation shall be borne by Us.

For determining the amount of admissible claim, applicable taxes prevailing at the time of the claim will be considered as part of claim amount and Our aggregate liability, including any payment towards such Taxes shall in no case exceed the Sum Insured.

#### 4. TPA to Pay or Reject

The TPA where appointed, shall process and communicate rejection, if a claim is found to be not admissible under this Policy as authorized by Us. However all decisions shall be Our responsibility.

#### 5. Representation against Rejection

Where rejection is communicated, You, may if so desired, represent to Us within 15 days for reconsideration of the decision.

#### 6. Condition Precedent

Completed claim forms and documents must be furnished to Us within the stipulated timelines. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim, if You can satisfy Us that it was not reasonably possible for You to submit/give proof within such time.

The due intimation, submission of documents and compliance with requirements by You as mentioned above shall be essential, failing which We/TPA shall not be bound to entertain a claim.

#### 7. Claims Service Assurance

- 1) If You notify a cashless facility request by sending the pre-authorization form duly filled in and signed through email, fax to Us or Our representative, then within 6 hours of the actual receipt of such a request, We will respond with:
  - a) Approval, or
  - b) Rejection.

If such request has been notified during office hours (9 am to 9 pm) on Monday to Saturday and We fail to either approve or reject or seek further information after the expiry of 6 hours from the actual receipt of the request then, We shall be liable to pay You for the delay in the following manner:

- i) For delay beyond 6 hours: Rs.1,000/-
- ii) The maximum amount that We shall be liable to pay to You for any delay, in respect of a single Hospitalization, shall at no time exceed Rs.1,000/-.

If such request has been notified after office hours on a working day or at any time during a holiday and We fail to either approve or reject after the expiry of 8 hours from the actual receipt of the request, then We shall be liable to pay You for the delay in the following manner:

- iii) For delay beyond 8 hours: Rs.1,000/-
- iv) The maximum amount that We shall be liable to pay You for any delay, in respect of a single Hospitalization, shall at no time exceed Rs.1,000/-.
- 2) In case of reimbursement claims, We shall communicate our decision on payment within 6 working days after You submit the complete details, information and document requirements in respect of the claim. If You have provided such information and documents as required by Us and We fail to communicate our decision, then We shall pay You Rs. 1,000/- for a delay beyond 6 days. The maximum amount that We shall be liable to pay You for any delay, in respect of a single Hospitalization, shall at no time exceed Rs.1,000/-.
- 3) We will not be liable to make any payments under Clauses 1 and 2 above in case of any natural event or manmade disturbance which impedes Our ability to make a decision or to communicate such decision to You.
- 4) Any amounts paid under this Clause will not affect the Sum Insured as specified in the Schedule. Our liability to make payments under this Clause shall at all times be restricted to the amounts specified in Clause 1 and 2 above including the maximum amount specified therein and You shall not be entitled to any sum whatsoever, in excess of those amounts. Any payment made under this Clause by Us will not amount to any admission of liability for a claim notified by You. Service Assurance is applicable only to the first response on a single claim and to no subsequent correspondence.

The above compensation shall be paid to You notwithstanding Our obligation 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 the

Company in cases of delay in settlement of claims, as per Reg. 9(6) of IRDA (Protection of Policy Holder's Interests) Regulations 2002

#### 8. Claim Settlement

Wherever a claim has not been settled within the stipulations of the Claims Service Assurance Clause above, We will settle the Claim within a period of 30 days from receipt of final completed set of documents/investigation reports (if applicable)

In the event that We decide to reject a claim made under this Policy, We shall intimate the same to you within a period of 30 days of receipt of the final completed set of documents/investigation reports (if applicable), in accordance with the provisions of IRDA (Protection of Policyholder's Interests) Regulations, 2002.

## 4) Applicable for Section 4 Hospital Cash Insurance

#### **Notification of Claim**

If any treatment for which a claim may be made is to be taken then:

- i. If the treatment requires Hospitalization, We must be informed immediately and in any event not later than 7 days of the date of admission..
- ii. If the above condition is not fulfilled on the grounds that the claim was intimated to the Primary Insurer covering the hospitalization expenses, then We may accept a written confirmation of such intimation from the Primary Insurer.

#### Claims documents for Section 4 Hospital Cash Insurance

The Insured Person shall provide Us with any documentation and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 45 days of Our request or the Insured Person's discharge from Hospital or completion of treatment. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the Insured. Such documentation will include but is not limited to the following in English:

- i. Our claim form duly completed and signed by You or on behalf of the Insured Person.
- ii. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries. We will accept copies of the documents, verified and attested by the Hospital.
- iii. A precise diagnosis of the treatment for which a claim is made.

The Insured Person additionally hereby consents to:

- i. The disclosure to Us of documentation and information that may be held by medical professionals and other insurers.
- ii. Being examined by any Medical Practitioner We authorise for this purpose when and so often as We may reasonably require at Our cost.

#### Claims process applicable for Section 5: Personal Accident Insurance

#### Claims documents for under Section 5: Personal Accident Insurance

- Written notice of any occurrence which may give rise to a claim under this Policy must be given to the Company as soon as practicable and in any case within thirty (30) Days after such occurrence. Written Notice of Claim must be given to the Company immediately in the case of death, or within thirty (30) Days after the Date of Loss in all other cases.
- 2) All certificates, information and evidence required by the Company shall be furnished at no expense to the Company and shall be in such form and of such nature as the Company may prescribe. When required by the Company, at its own expense, the Insured Person shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.
- 3) Complete, written proof of loss must be given to the **Company** within sixty (60) **Days** after the **Date of Loss**, or as soon as reasonably possible. Such proof of loss must contain:
  - i) the Policy Number, and
  - ii) the preliminary medical report describing the nature and extent of all injuries or **Sicknesses**, and providing a precise diagnosis, and
  - iii) all invoices, bills, prescriptions, **Hospital** certificates which will permit the **Company** to accurately determine the total amount of **Medical Expenses** (if applicable) incurred by the **Insured Person**, and
  - iv) in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
  - v) in the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
  - vi) proof of age, where applicable, and
  - vii) such other information as the **Company** may require to handle the claim.

#### a) If an Accident:

- i) detailed circumstances of the Accident and the names of any witnesses, and
- ii) any police reports concerning the Accident, and
- iii) the date a Physician was seen due to the Bodily Injury, and
- iv) the Physician's contact details, or

## b) If a Sickness:

- i) the date symptoms of the Sickness began, and
- ii) the date a Physician was seen due to the Sickness, and
- iii) the Physician's contact details.

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

- 4) The Company at its own expense shall have the right and opportunity to examine the Insured Person whose Bodily Injury or Sickness is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 5) In respect of any disablement claim, no benefit shall be payable before any disablement is recognized as definitive and permanent by a **Physician** appointed by the **Company**.
- 6) Medical advice of a **Physician** shall be sought and followed promptly on the occurrence of any **Bodily Injury** or **Sickness** and the **Company** shall not be liable for any part of any claim which in the opinion of a **Physician** appointed by the **Company** arises from the unreasonable or willful neglect or failure of an **Insured Person** to seek and remain under the care of a **Physician**.
- 7) No claim may be brought under this Policy, nor may any legal action be brought against the **Company** to recover under such claim:
  - 1) in cases of **Accidental** death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or
  - 2) in all other cases, more than three (3) years after the **Date of Loss** or date the claim is denied in whole or in part, whichever is later.

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

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

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

The **Insured Person's** rights under this Policy may be assigned by giving the **Company** prior written notice. The assignment may be made irrevocable. However, the **Company** will only recognise an assignment if the **Insured Person** has given the **Company** prior written notice and has the **Company's** written acknowledgement of the assignment. The **Company** does not assume any responsibility for the validity of an assignment.

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

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

#### Claims Procedure Applicable for Section 6: Travel Insurance

- 1) Written notice of any occurrence which may give rise to a claim under this Policy must be given to the **Company** as soon as practicable and in any case within thirty (30) Days after such occurrence. Written Notice of Claim must be given to the **Company** immediately in the case of death, or within thirty (30) **Days** after the **Date of Loss** in all other cases.
- 2) All certificates, information and evidence required by the Company shall be furnished at no expense to the Company and shall be in such form and of such nature as the Company may prescribe. When required by the Company, at its own expense, the Insured Person shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.
- 3) Complete, written proof of loss must be given to the **Company** within sixty (60) **Days** after the **Date of Loss**, or as soon as reasonably possible. Such proof of loss must contain:
  - I. the Policy Number, and
  - II. the preliminary medical report describing the nature and extent of all injuries or Sicknesses, and providing a precise diagnosis, and
  - III. all invoices, bills, prescriptions, **Hospital** certificates which will permit the **Company** to accurately determine the total amount of **Medical Expenses** (if applicable) incurred by the **Insured Person**, and
  - IV. in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
  - V. in the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
  - VI. proof of age, where applicable, and
  - VII. such other information as the **Company** may require to handle the claim.

#### a) If an Accident:

- I. detailed circumstances of the Accident and the names of any witnesses, and
- II. any police reports concerning the Accident, and
- III. the date a Physician was seen due to the Bodily Injury, and
- IV. the Physician's contact details, or

#### b) If a Sickness:

- I. the date symptoms of the Sickness began, and
- II. the date a Physician was seen due to the Sickness, and
- III. the Physician's contact details.

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

- 4) The Company at its own expense shall have the right and opportunity to examine the Insured Person whose Bodily Injury or Sickness is the basis of a claim and as often as it may be reasonably required during the pendancy of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 5) In respect of any disablement claim, no benefit shall be payable before any disablement is recognised as definitive and permanent by a **Physician** appointed by the **Company.**
- 6) Medical advice of a **Physician** shall be sought and followed promptly on the occurrence of any **Bodily Injury** or **Sickness** and the **Company** shall not be liable for any part of any claim which in the opinion of a **Physician** appointed by the **Company** arises from the unreasonable or willful neglect or failure of an **Insured Person** to seek and remain under the care of a **Physician**.
- 7) No claim may be brought under this Policy, nor may any legal action be brought against the **Company** to recover under such claim:
  - a) in cases of **Accidental** death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or
  - b) in all other cases, more than three (3) years after the **Date of Loss** or date the claim is denied in whole or in part, whichever is later.

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

- 8) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the **Company** to make any payment under this Policy.
- 9) The **Company** will effect payment of covered claims subject to: i) the Company having received complete, written proof of loss and such other information as the Company may require to handle the claim; and ii) the premium for the Policy having been paid. In such cases, the Company shall effect payment within 7days.
- 10) No benefit shall be payable in respect of an **Insured Person** under more than one of the following insurances: **Accidental** death or **Accidental** disablement.
- 11) No sum payable under this Policy shall carry interest.

- 12) Where amounts recoverable from the **Company** are delayed pending finalisation of any claim, payments on account may be made to the **Insured Person** at the **Company's** discretion, on receipt by the **Company** of certification by a **Physician** appointed by the **Company**.
- 13) An **Insured Person** has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the **Policyholder**, and provided to the **Company** at the time of claim and such other time as the **Company** may require.

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

The **Insured Person's** rights under this Policy may be assigned by giving the **Company** prior written notice. The assignment may be made irrevocable. However, the **Company** will only recognise an assignment if the **Insured Person** has given the **Company** prior written notice and has the **Company's** written acknowledgement of the assignment. The **Company** does not assume any responsibility for the validity of an assignment.

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

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

#### Claims Procedure Applicable for Section 7: Home Insurance revision

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

- a. In the event of theft lodge forthwith a complaint with the Police and take all practicablestepstoapprehendtheguiltypersonorpersonsandtorecover the propertylost.
- b. GiveimmediatenoticethereoftotheCompanyandshallwithinfourteen(14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonablyrequire.
- c. Tender to the Company all reasonable information, assistance and proof in connectionwithanyclaim.

## Claims Procedure applicable for Section 8: E@Secure Insurance

- In the event of a claim, and to report a claim upon discovery of an occurrence of a **Specified Event, You** must give written notice to **Us** along with duly filled claim form at the address mentioned in the Policy Schedule with full details thereof, within 7days after such claim is first made. Such notice shall be effective on the date of receipt by **Us**at such address.
  - a. It is the duty of the Insured to defend Claims and arrange for legal representation, hearing,

investigation and experts. **We** shall have the right to effectively associate with **You**in respect of conductand management of the Claim to which Policy may apply, and may, at **Our**option, elect to assume conduct of **Your**defense and /or investigation of any such claim.

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

All benefits are only payable when approved by Us.

\* Note – We may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the **Insured** shall not be condoned where such claims would have otherwise been rejected even if reported in time.

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

- (a) Submission of fully completed and signed claim form(b) Copy of FIR lodged with Police Authorities / Cyber cell
- (c) Copies of legal notice received from any affected person/entity
- (d) Copies of summon received from any court in respect of a suit filed by an affected party/entity
- (e) Copies of invoices for expenses You incurred for the services of IT specialist
- (f) Copies of invoices for expenses You incurred in amending / rectifying Your Personal Information
- (g) Evidence of **Your** consultation with **Psychologist / Psychiatrist**
- (h) Evidence of unpaid wages
- (i) Copy of **Your** last drawn monthly salary.

- (j) Evidence of expenses incurred by **You** in rectifying records regarding your identity
   (k) Copies of correspondence with bank evidencing that bank is not reimbursing **You**
  - **E) General Conditions**

# A) General Conditions Applicable to Section 1: HealthSuraksha, Section 2: Critical illness, and Section 4: HDFC ERGO Hospital Cash Insurance,

#### 1. Condition precedent

The fulfilment of the terms and conditions of this Policy (including the payment of premium by the due dates mentioned in the Schedule) in so far as they relate to anything to be done or complied with by You or any Insured Person shall be conditions precedent to Our liability. The premium for the policy will remain the same for the policy period as mentioned in the policy schedule.

#### 2. Insured person

Only those persons named as Insured Persons 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 on pro-rata basis. Insurance cover for this person shall only commence once We have issued an endorsement confirming the addition of such person as an Insured Person.

If an Insured Person dies, he will cease to be an Insured Person upon Us 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 toany health insurance policy available with us at the time of renewal subject to underwriting with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period etc. provided the policy has been maintained without a break as per portability guidelines.

The person cannot be residing outside Indiafor a period of continuous and consecutive 182 days in a calendar year to avail the global coverage plan.

# 3. Free Look period

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

#### 4. Fraud

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

## 5. Alterations to the Policy

This Policy constitutes the complete contract of insurance. This Policy cannot be changed or varied by anyone (including an insurance agent or broker) except Us, and any change We make will be evidenced by a written endorsement signed and stamped by Us.

## 6. Change of Policyholder

The Policyholder may be changed only at the time of renewal. The new Policyholder must be a member of the Insured's person immediate family. Such changes would be subject to Our acceptance and payment of premium (if any). The renewed Policy shall be treated as having been renewed without any break in cover.

The Policyholder may be changed in case of his demise.

## 7. Notices

Any notice, direction or instruction under this Policy shall be in writing and if it is to:

- i) Any Insured Person, then it shall be sent to You at Your address specified in the Schedule and You shall act for all Insured Persons for these purposes.
- ii) Us, it shall be delivered to Our address specified in the Schedule.
- iii) No insurance agents, brokers or other person or entity is authorised to receive any notice, direction or instruction on Our behalf unless We have expressly stated to the contrary in writing.

## B) General Conditions Applicable for Section 1: Health Suraksha

## 1. Geography

The geographical scope of this policy applies to events within India or worldwide (global )as may be specified in the policy Schedule.

#### 2. Loadings

#### Applicable for Section 1: Health Suraksha

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

For Example: Consider a male aged 35 who is undergoing treatment for hypertension.

Age	Hypertension	Treatment	Systolic	Diastolic	loading
35	Yes	Yes	110-145	70-95	10%
35	Yes	Yes	146-160	70-95	20%
35	Yes	Yes	110-140	96-105	20%
35	Yes	Yes	>160	Any	Reject
35	Yes	Yes	Any	>105	Reject

Please note that this example is for illustrative purposes only, the decisions may vary based on age, co morbidities etc.

We will not apply any additional loading on your policy premium at renewal based on claim experience

We will inform You about the applicable risk loading through a counter offer letter. You need to revert to Us with consent and additional premium (if any), within 15 days of the receipt of such counter offer letter. In case, you neither accept the counter offer nor revert to Us within 15 days, We shall cancel Your application and refund the premium paid within next 7 days.

Please note that We will issue Policy only after getting Your consent and additional premium if any. Please visit our nearest branch to refer our underwriting guidelines if required.

## 3. Renewal:

This Policy is renewable for life unless the Insured Person or anyone acting on behalf of an Insured Person has acted in an improper, dishonest or fraudulent manner or there has been any misrepresentation under or in relation to this Policy or the renewal of the Policy poses a moral hazard

We are NOT under any obligation to:

- i) Send renewal notice or reminders.
- ii) Renew it on same terms or premium as the expiring Policy. Any change in benefits or premium (other than due to change in Age) will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to You atleast 3 months in advance. In the likelihood of this policy being withdrawn in future, we will intimate you about the same 3 months prior to expiry of the policy. You will have the option to migrate to an indemnity health insurance policy available with us at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period etc. provided the policy has been maintained without a break as per portability guidelines.
- iii) We will not apply any additional loading on your policy premium at renewal based on claim experience.

We shall be entitled to call for any information or documentation before agreeing to renew the Policy. Your Policy terms may be altered based on the information received.

All applications for renewal of the Policy must be received by Us before the end of the Policy Period. A grace period of 30 days for renewing the Policy is available under this Policy. Any disease/condition contracted during the Grace Period will not be covered and will be treated as a Pre-existing Condition.

#### 4. Cancellation

#### For Section 1: Health Suraksha

i) You may terminate this Policy at any time by giving Us written notice. The cancellation shall be from the date of receipt of such written notice. If no claim has been made under the Policy, then We will refund premium in accordance with the table below:

1 Year Policy Perio	od	2 Year Policy Period	d	3 Year Policy Period	
Length of time Policy in force	% of premium refunded	Length of time Policy in force	% of premium refunded	Length of time Policy in force	% of premium refunded
Upto 1 Month	75.00%	Upto 1 Month	87.50%	Upto 1 Month	90.00%
Upto 3 Months	50.00%	Upto 3 Months	75.00%	Upto 3 Months	84.00%
Upto 6 Months	25.00%	Upto 6 Months	62.50%	Upto 6 Months	78.00%
Exceeding 6 Months	Nil	Upto 12 Months	48.00%	Upto 12 Months	60.00%
		Upto 15 Months	25.00%	Upto 15 Months	54.00%
		Upto 18 Months	12.00%	Upto 18 Months	30.00%
		Exceeding 18 Months	Nil	Upto 21 Months	20.00%
				Upto 24 Months	18.00%
				Upto 27 Months	15.00%
				Upto 30 Months	10.00%
				Exceeding 30 Months	Nil

ii) We may terminate this Policy on grounds of misrepresentation, fraud, non-disclosure of material facts by You or any Insured Person or anyone acting on Your behalf or on behalf of an Insured Person. Such termination of the Policy shall be ab initio from the inception date or the renewal date ( as the case may be) upon 30 days notice and by sending an endorsement in this regard at Your address shown in the Schedule without refund of any premium.

# 5. Discounts applicable for Health Suraksha

- a. **A family discount** of 10%, if 2 or more members of a family are covered under the same policy on Individual sum insured basis.
- b. 10% discount in case the Insured Person is paying 2 years premium in advance
- c. 13 % discount in case the Insured Person is paying 3 years premium in advance
- d. Web Sales discount of 2.5% in case the Insured Person is buying the new Policy Online from HDFC ERGO Portal

## 6. Dispute Resolution Clause

Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law

#### 7. Payment of Claim

- i) We shall be under no obligation to make any payment under this Policy unless We have received all premium payments in full in time and all payments have been realised and We have been provided with the documentation and information 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
- ii) We will only make payment to or at Your direction. If an Insured Person submits the requisite claim documents and information along with a declaration in a format acceptable to Us of having incurred the expenses, this person will be deemed to be authorised by You to receive the concerned payment. In the event of the death of You or an Insured Person, We will make payment to the Nominee (as named in the Schedule).
- iii) We are not obliged to make payment for any claim or that part of any claim that could have been avoided or reduced if the Insured Person could reasonably have minimised the costs incurred, or that is brought about or contributed to by the Insured Person failing to follow the directions, advice or guidance provided by a Medical Practitioner.
- iv) We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim All claims will be settled in accordance with the applicable regulatory guidelines, including IRDAI (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 IRDAI (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 this 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.
- v) The payment of any claim under the global plan will be based on the rate of exchange as on the date of hospitalization published by ReserveBank of India (RBI) and shall be used for conversion of foreign currencyinto Indian rupees for payment of claim. You further understand and agreethat where on the date of hospitalization if RBI rates are not published, the exchange rate next published by RBI shall be considered for conversion.

#### C) General Conditions Applicable for Section 2: Critical illness

#### i. Notification of Claim

We must be informed of any event or occurrence that may give rise to a claim under this Policy with in 14 days of the diagnosis of the first occurrence of the Critical Illness. You can intimate us through letter, email, fax or telephone.

## ii. Subrogation

You and/or the Insured Person shall at Your own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which We are or would become entitled upon Us making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Neither You nor the Insured Person shall prejudice these subrogation rights in any manner and shall at Your own expense provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery We make pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and our costs and expenses of effecting a recovery, where after We shall pay any balance remaining to You.

#### iii. Loadings

- a. We may apply a risk loading on the premium payable (based upon the declarations made in the proposal form and the health status of the persons proposed for insurance). The maximum risk loading applicable for an individual shall not exceed above 100% per diagnosis / medical condition and an overall risk loading of over 150% per person. These loadings are applied from Commencement Date of the Policy including subsequent renewal(s) with Us or on the receipt of the request of increase in Sum Insured (for the increased Sum Insured).
- b. We will inform You about the applicable risk loading through a counter offer letter. You need to revert to Us with consent and additional premium (if any), within 7 days of the issuance of such counter offer letter. In case, you neither accept the counter offer nor revert to Us within 7 days, we shall cancel your application and refund the premium paid within next 7 days.
- c. Please note that We will issue Policy only after getting Your consent

#### iv. Renewal

This Policy is renewable for life unless the Insured Person or anyone acting on behalf of an Insured Person has acted in an improper, dishonest or fraudulent manner or there has been any misrepresentation under or in relation to this Policy or the renewal of the Policy poses a moral hazard

We are NOT under any obligation to:

- i) Send renewal notice or reminders.
- ii) Renew it on same terms or premium as the expiring Policy. Any change in benefits or premium (other than due to change in Age) will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to You atleast 3 months in advance. In the likelihood of this policy being withdrawn in future, we will intimate you about the same 3 months prior to expiry of the policy. You will have the option to migrate to similar indemnity health insurance policy available with us at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period etc. provided the policy has been maintained without a break as per portability guidelines issued by IRDA.
- iii) We will not apply any additional loading on your policy premium at renewal based on claim experience.

We shall be entitled to call for any information or documentation before agreeing to renew the Policy. Your Policy terms may be altered based on the information received.

All applications for renewal of the Policy must be received by Us before the end of the Policy Period. A grace period of 30 days for renewing the Policy is available under this Policy. Any disease/condition contracted during the Grace Period will not be covered and will be treated as a Pre-existing Condition.

Sum insured can be enhanced only at the time of renewal, In case of increase in sum insured all waiting periods will apply afresh in relation to the amount by which the sum insured has been increased. In case of a claim during the applied waiting periods, the claim payout would be as per the basic sum insured and the policy would terminate

## v. Cancellation

You may terminate this Policy at any time by giving Us written notice, and the Policy shall terminate when such written notice is received. If no claim has been made under the Policy, then We will refund premium in accordance with the table below:

Length of time Policy in force	Refund of premium
Upto 1 Month	75%
Upto 3 Months	50%
Upto 6 Months	25%
Exceeding 6 Months	0%

If We believe that You or the Insured Person or anyone acting on Your behalf or on behalf of an Insured Person has acted in a dishonest or fraudulent manner under or in relation to this Policy or the continuance of the Policy poses a moral hazard then We may terminate this Policy upon 30 days notice by sending an endorsement to Your address shown in the Schedule without refund of premium.

The Policy shall automatically terminate upon the occurrence of Critical Illness, without prejudice of Our obligation to make payment, with reference to that Insured Person.

# vi. Dispute Resolution Clause

Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law.

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing jointly by You and Us or if we cannot agree upon a single arbitrator to be appointed within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by You and Us respectively and the third arbitrator to be appointed by the two arbitrators, which arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act , 1996, as amended from time to time and for the time being in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provide, if We have disputed liability under or in respect of this Policy.

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

#### vii. Claims Payment

We shall be under no obligation to make any payment under this Policy unless We have been provided with the documentation and information 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 your direction. If an Insured Person submits the requisite claim documents and information along with a declaration in a format acceptable to Us of having incurred the expenses, this person will be deemed to be authorised by You to receive the concerned payment. In the event of the death of You or an Insured Person, We will make payment to the Nominee (as named in the Schedule).

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

The policy shall terminate on the occurrence of the first critical illness and you shall receive the sum insured as per applicable guidelines and the policy shall cease with no subsequent renewals for the insured.

We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions, 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 this 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

## D) General Conditions Applicable for Section 3: my:healthMedisure Super Top Up Insurance

#### 1. Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of the following:

- In case of any untrue or incorrect statements or misrepresentation, mis-description or nondisclosure or suppression of any material particulars as sought to be declared on the Proposal Form
- if any material information has been withheld in the Proposal Form, personal statement, declaration or other documents,
- if a claim is found to be fraudulent or any fraudulent means or device is used by You or any one acting on Your behalf to obtain a benefit under this Policy.

Material information to be disclosed includes every matter that You know, or could reasonably be expected to know, that relates to questions in the Proposal Form and which is relevant to Our decision to accept the risk of insurance and if so on those terms. You must exercise the same duty to disclose those matters to Us before the renewal, extension, variation, endorsement or reinstatement of the Policy.

## 2. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with You shall be a condition precedent to any liability on Us to make any payment under this Policy.

#### 3. Reasonable Care

You shall take all reasonable steps to safeguard against any accident or illnesses that may give rise to any claim under this Policy.

## 4. Notice of Charge

We shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but Our payment to You or Your nominees or Your legal representative or to the Hospital/Nursing Home, as the case may be, of any benefit under the Policy shall in all cases be a full, valid and an effectual discharge by Us.

#### 5. Electronic Transactions

You agree to adhere to and comply with all such terms and conditions as We may prescribe from time to time, and hereby agree and confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of Us, for and in respect of this Policy or its terms, or Our other products and services, 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. Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently valix'x'dated/confirmed by You.

#### 6. Subrogation

In the event of payment under this Policy, We shall be subrogated to Your rights of recovery thereof against any person or organization, and You shall execute and deliver instruments and papers necessary to secure such rights. You and any claimant under this Policy shall at Our expense do and concur in doing and permit to be done, all such acts and things as may be necessary or required by Us, before or after Your indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which We shall be or would become entitled or subrogated. This clause does not apply to coverage provided on benefit basis.

## 7. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy then this Policy shall be void and all claims being processed shall be forfeited for all person(s) named in the Schedule to this Policy, all sums paid under this Policy shall be repaid to Us by all person(s) named in the Schedule to this Policy who shall be jointly liable for such repayment.

#### 8. Cancellation/Termination

We reserve the right and may at any time, cancel Your Policy, on grounds of misrepresentation, fraud, non disclosure or suppression of material facts as sought to be declared on the Proposal form or non cooperation, by giving 15 days notice in writing by Registered Post Acknowledgment Due to You at Your last known address in which case, We shall not be liable to repay the premium for the unexpired term.

You may also give 15 days notice in writing, to Us, for the cancellation of this Policy, in which case We shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at Our short period scales as under:

Period On Risk	Rate of Premium Refunded
Up to 1 month	75% of annual Premium
Up to 3 months	50% of annual Premium
Up to 6 months	25% of annual Premium
Exceeding six months upto 365 days	Nil

## In case of 2 year Policy;

If cancellation done before completion of 1 year: same grid as given above is applicable on first year Premium and second year Premium will be completely refunded.

If cancellation is done after completion of 1 year: same grid as given above is applicable however retention Premium on second year premium will be calculated on Annual Premium without long term Policy discount.

An individual policy with a single person named in the Schedule to this Policy shall automatically terminate in case of death of the Policyholder. In case of an individual Policy with multiple persons named in the Schedule to this Policy and incase of a floater, the Policy shall continue to be in force for the remaining members of the family upto the expiry of current Policy Period. The Policy may be renewed on an application by another adult person named in the Schedule to this Policy, whenever such is due.

However, in case of a valid claim having been paid or reported under this Policy, there would be no refund of premium.

Minimum premium of Rs 250 per Policy will be retained by Us towards administrative charges.

# 9. Free-look Period

A period of 15 days from the date of receipt of the Policy document is available to review the terms and conditions of this Policy. You have the option of cancelling the Policy stating the reasons for cancellation, if You have any objections to any of the terms and conditions. We shall refund the premium paid after adjusting the amounts spent on stamp duty charges, Medical examination (wherever applicable) and proportionate risk premium (If Policy has already commenced). Cancellation will be allowed only if there are no claims paid or reported under the Policy. Minimum premium shall not apply for free look cancellations.

- **10. Place/Currency:** No claim shall be payable under this Policy for any treatment or expenses incurred outside India. All claims shall be payable in India and in Indian Rupees only.
- 11. **Income Tax benefit:** Premium paid under the Policy shall be eligible for benefits under the Income Tax laws prevailing from time to time.
- 12. **Law Applicable:** Laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy or any claim there under.

13. If a claim is rejected or partially settled and is not the subject matter of any pending suit or other proceeding or arbitration, as the case may be, within twelve months from the date of such rejection or settlement, the claim shall be deemed to have been abandoned and Our liability extinguished and shall not be recoverable thereafter.

#### 14. Renewal

- i. We shall not be bound to give notice that renewal is due.
- ii. If You desire renewal, You shall apply to Us for the same prior to expiry of the Policy Period of Insurance.
- iii. Renewals are deemed to be continuous when received within a period of 30 days from the date of expiry of last policy, subject to however, to the effective policy inception date being reckoned from such period when the renewal premium is received by Us.
- iv. Policy will be considered as a fresh policy if there is a break of 30 or more days between the previous policy expiry date and current policy start date.
- v. We will not be liable to pay hospitalization expenses incurred during break period. Any disease/ condition contracted in the break in period will not be covered and will be treated as Pre-existing condition.
- vi. Any enhanced Sum Insured during subsequent policy renewals will not be available for an illness, injury already contracted under the preceding policy periods. All Waiting periods as defined in the Policy shall apply for this enhanced limit from the effective date of enhancement of such Sum Insured considering such Policy Period as the first Policy with Us. Sum Insured enhancement will be subject to Underwriting approval.
- vii. Where an individual is added to this Policy, either by way of endorsement or at the time of renewal, the pre-existing disease clause, exclusions and waiting periods will be applicable considering such Policy Year as the first year of Policy with Us.
- viii. In case of floater Policies, where dependent child crosses age 23 years, renewal can be done in a separate Policy under the same Product or any other available Products with continuity benefits.
- ix. A Policy shall be ordinarily renewable for lifetime unless:

b.

- a. any fraud, misrepresentation or suppression of material facts as sought to be declared on the Proposal form by You or on Your behalf is found either in obtaining insurance or subsequently in relation thereto or.
  - We have discontinued issuance of Policy under this Product, in which event You will have the option of renewal under any similar Policy being issued by Us; provided however, benefits payable shall be subject to the terms contained in such other Policy. Such modification or revision of the terms and conditions of the Product shall be intimated to you 3 months in advance along with reasons of modification and revision.

Based on the experience of the Product, Premium, Terms and Conditions may be revised subject to
prior approval of Insurance Regulatory and Development Authority. Such revision shall be intimated to
you 3 months in advance with an option of renewal under any similar Policy being issued by Us.
However, benefits payable shall be subject to the terms contained in such other Policy. Individual
Claims experience loading is not applicable under the Policy.

## 15. Continuity Benefits

For Portability Policies, continuity benefits shall be offered to all in accordance with the Portability Guidelines issued by Insurance Regulatory and Development Authority from time to time. Portability benefits are not automatically applicable under the Policy unless application for portability has been specifically made and subsequently accepted by the Company. Application for portability must be made 45 days before expiry of the Policy.

Where the product is discontinued or offered to the customers of a specific institution, with which We have a tie up, continuity of benefits will be provided under the same or similar policies available with Us during such period in the event that such tie-up has been discontinued or Product is withdrawn.

## 16. Pre-acceptance Medical Test Requirement

- a. All Individuals upto 55 years (age last birthday as at Policy inception date) The Company will rely on the declarations made on the Proposal Form. In case the declaration reveals any medical adversity, the Company may require the individual to undergo appropriate medical tests.
- b. For age group 56-65 years (age last birthday as at Policy inception date)- The Individuals would be required to undergo pre-acceptance medical tests as follows-Medical Examination Report, Treadmill Test/ECG, Lipid Profile, HbA1C, Serum Creatinine, Complete Blood Count, Urinalysis.

The Company reserves its right to require any individual to undergo such medical tests or where required any further additional tests, at the sole discretion of the Company to determine the acceptance of a Proposal.

The Health checkup and subsequent Medical reports are valid upto 30 days from date of Health Checkup. *In case of accepted proposals,* 

A 50% reimbursement of the medical test costs will be applicable for accepted proposals (on our pre agreed rates with the network provider).

#### 17. Medical Underwriting

Proposers above 55 years of age and those having medical history are subject to Medical Underwriting by the Company. We reserve the right to accept such proposals on standard terms/Decline/Accept with exclusion or Premium loading (up to maximum of 100% on basic Premium). These loadings are applied from Commencement Date of the Policy including subsequent renewal(s) with Us.

18. **Endorsements**: Following type of endorsement are permissible under the Policy.

#### **Premium Bearing**

- Increase in Sum Insured Subject to medical underwriting permissible at Renewal
- Decrease in Sum Insured Permissible at Renewal unless Policy wrongly issued by us
- Addition of member Newly married spouse or New born baby permissible at Renewal

Policy cancellation

Non Premium Bearing

- Address change
- Corrections Names, address etc
- Change of Occupation

Above list is indicative.

#### E) General Conditions Applicable for Section 4: Hospital Cash Insurance

#### i. Renewal

This Policy will automatically terminate at the end of the Policy Period. With respect to all applications for renewal received by Us before the end of the Policy Period or within a grace period of 30 days from the date of the expiry of the policy, We will ordinarily offer lifelong renewal terms unless We have grounds to believe that You or any Insured Person or anyone acting on Your behalf or on behalf of an Insured Person has acted in a dishonest or fraudulent manner under or in relation to this Policy. If the Policy is renewed in the grace period You will be eligible for all continuity benefits such as application of waiting periods and coverage of pre-existing diseases. However, the coverage shall commence from the date of receipt of the premium.

We are NOT under any obligation to:

- iv) Send renewal notice or reminders.
- v) Renew it on same terms or premium as the expiring Policy. Any change in benefits or premium (other than due to change in Age) will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to You atleast 3 months in advance. In the likelihood of this policy being withdrawn in future, we will intimate you about the same 3 months prior to expiry of the policy. You will have the option to migrate to similar indemnity health insurance policy available with us at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period etc. provided the policy has been maintained without a break as per portability guidelines issued by IRDA.
- vi) We will not apply any additional loading on your policy premium at renewal based on claim experience.

All applications for renewal of the Policy must be received by Us before the end of the Policy Period. A grace period of 30 days for renewing the Policy is available under this Policy. Any disease/condition contracted during the Grace Period will not be covered and will be treated as a Pre-existing Condition.

#### ii. Cancellation

a. You may terminate this Policy at any time by giving Us written notice, and the Policy shall terminate when such written notice is received. If no claim has been made

under the Policy, then We will refund premium in accordance with the table below:

Length of time Policy in force	Refund of premium
Upto 1 Month	75%
Upto 3 Months	50%
Upto 6 Months	25%
Exceeding 6 Months	0%

- b. If We believe that You or any Insured Person or anyone acting on Your behalf or on behalf of an Insured Person has acted in a dishonest or fraudulent manner under or in relation to this Policy or the continuance of the Policy poses a moral hazard then We may terminate this Policy upon 30 days notice by sending an endorsement to Your address shown in the Schedule without refund of premium
- c. The Policy shall automatically terminate:
- i) In case of Your demise. However, the other Insured Persons may apply to continue the Policy within 15 days of Your death provided that they have identified a new adult policyholder who is a member of Your immediate family. All relevant particulars in respect of such person (including their relationship to you) must be given to Us along with the application. If We accept such application, then the Policy shall be treated as having been renewed without any break in cover.
- ii) In relation to an Insured Person, if that Insured Person dies or no longer resides in India.

## iii. Dispute Resolution Clause

Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law.

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing jointly by the Insured and the Company or if they cannot agree upon a single arbitrator to be appointed within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by the Insured and the Company respectively and the third arbitrator to be appointed by the two arbitrations, which arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if company has disputed liability under or in respect of this Policy.

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

#### iv. Claims Payment

- We shall be under no obligation to make any payment under this Policy unless We have received all premium payments in full in time and all payments have been realised and We have been provided with the documentation and information 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 You or at Your direction. If an Insured Person submits the requisite claim documents and information along with a declaration in a format acceptable to Us of having incurred the expenses, such declared person will be deemed to be authorised by You to receive the concerned payment. In the event of the death, We will make payment to the Nominee (as named in the Schedule).
- This Policy covers medical treatment taken within India only and Payments under this Policy shall only be made in Indian Rupees within India.
- We are not obliged to make payment for any claim or that part of any claim that could have been avoided or reduced if the Insured Person could reasonably have minimised the costs incurred, or that is brought about or contributed by the Insured Person failing to follow the directions, advice or guidance provided by a Medical Practitioner.
- We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim 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 this 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.

## F) General Conditions Applicable to Section 5: Personal Accident

- i. This Policy shall be governed by the laws of India and, except as otherwise provided in Section4 (8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- ii. This Policy shall be voidable in the event of misrepresentation, mis-description or nondisclosure by any or on behalf of the Insured Person of any material particular.
- iii. **Insured Persons** shall take all reasonable precautions to prevent **Accidents** and to avoid **Sickness** and shall comply with all statutory requirements, as a condition precedent to the **Company's** liability hereunder.
- iv. Where the **Insured Person** is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the **Company's** liability hereunder.

- v. Insurance in respect of an **Insured Person** will begin under this Policy from 00.00 a.m. on the **Day** after (or a future date that has been agreed upon by the **Insured Person** and the **Company**) of the month after the date all of the following are true:
  - a) the Insured Person is eligible to be insured;
  - b) the required premium has been paid to the Company; and
  - c) the Company has approved the Insured Person's proposal for this insurance.
- vi. This Policy may be cancelled at the request of the **Policyholder** by thirty (30) **Days** notice given in writing to the **Company** and the premium paid shall be adjusted on the basis of the **Company** retaining a minimum of twenty-five percent (25%) of the annual premium or earned premium calculated pro-rata, whichever is the higher. No refund will be made for such **Insured Person** for whom a claim has been paid or admitted by the **Company**. This Policy may also be cancelled by the **Company** by thirty (30) **Days** notice given in writing to the **Policyholder** at their last known address on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation and the premium paid shall be adjusted on the basis of the **Company** retaining earned premium calculated pro-rata.
- vii. Insurance in respect of an **Insured Person** shall immediately terminate on the earliest of the following dates:
  - a) the date that the Policy is terminated;
  - b) the date that the Total **Sum Insured** is paid for covered loss under Section 6 (Accidental Death), Section 7 (Permanent Disablement) or any of the Hospital Cash sections of the Policy; or
  - c) in respect of **Immediate Family**, the date that such **Insured Person** ceases to be the **Insured Person's Immediate Family Member**.

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

- 8) The **Policyholder** and **Insured Person** understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto, are material to the **Company's** decision to provide this insurance. The **Policyholder** and **Insured Person** further understand that the **Company** has issued this Policy in reliance upon the truth of such statements and particulars.
- 9) **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
- 10) **Free Look Period**: The Policyholder have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If the policyholder has any objections to any of the terms and conditions, then the policyholder has the option of cancelling the Policy stating the reasons for cancellation and will be refunded the premium paid after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. The policyholder can cancel the Policy only if no claims have been made under the Policy. All the policyholder's rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

#### Fraud warning:

Any person who, knowingly and with intent to defraud the **company** or Other person, files a proposal for insurance containing any falseInformation, or conceals for the purpose of misleading, information Concerning any fact material thereto, commits a fraudulentInsurance act which will render the policy voidable at the **company**'s Sole discretion and result in a denial of insurance benefits. If a claim is in any respect fraudulent, or if any fraudulent or falsePlan, specification, estimate, deed, book, account entry, voucher,Invoice or other document, proof or explanation is produced, or ifAny fraudulent means or devices are used by the **insured person,Policyholder**, beneficiary, claimant or by anyone acting on theirBehalf to obtain any benefit under this policy, or if any falseStatutory declaration is made or used in support thereof, or if loss isOccasioned by or through the procurement or with the knowledge or Connivance of the **insured person**, **policyholder**, beneficiary, claimantOr other person, then all benefits under this policy are forfeited.

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

# G) General Conditions Applicable for Section 6: Travel Insurance

- 1) This Policy shall be governed by the laws of India and, except as otherwise provided in Section 4(8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- 2) This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by any or on behalf of the Insured Person of any material particular.
- 3) Insured Persons shall take all reasonable precautions to prevent Accidents and to avoid Sickness and shall comply with all statutory requirements, as a condition precedent to the Company's liability hereunder.

- 4) Where the Insured Person is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the Company's liability hereunder.
- 5) Insurance in respect of an Insured Person will begin under this Policy on the first Day of the Insured Journey (except the Trip Cancellation and Frequent Flyer Cancellation Sections) after the date all of the following are true:
  - a) this Policy is in force;
  - b) the Insured Person is eligible to be insured;
  - c) the required premium has been paid to the Company; and
  - d) the Company has approved the Insured Person's proposal for this insurance.
- 6) This Policy may be cancelled at the request of the Policyholder by thirty (30)Days notice given in writing to the Company and the premium paid shall be adjusted on the basis of the Company retaining a minimum of Rs 251(two fifty one only). Refund of premium on cancellation will be made under the Policy subject to no claims being paid or admitted by the Company.

The Company reserves the right to cancel this Policy at any time by sending thirty (30) days notice in writing to the Insured. In the event of such cancellation refund of premium shall be on pro-rata basis.

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.

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.

- 7) Insurance in respect of an Insured Person shall immediately terminate on the earliest of the following dates:
  - a) the date that the Policy is terminated,
  - b) the date that the Total Sum Insured is paid for covered loss under Section 6 (Accidental Death), Section 7 (Permanent Disablement) of the Policy;
  - c) in respect of Immediate Family, the date that such person ceases to be the Insured Person's Immediate Family Member; or
  - d) the date when the actual number of travel days exceeds the Total Number of Travel Days mentioned under Item 6 of the Schedule.
- 8) The Policyholder and Insured Person understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto, are material to the Company's decision to provide this insurance. The Policyholder and Insured Person further understand that the Company has issued this Policy in reliance upon the truth of such statements and particulars.

#### Fraud warning:

Any person who, knowingly and with intent to defraud the company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the company's sole discretion and result in a denial of insurance benefits.

if a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or if any fraudulent means or devices are used by the insured person, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance

of the insured person, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

- 9) The titles of the various paragraphs of this Policy and any endorsements attached to this Policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.
- 10) The Policyholder shown in Item 1 of the Schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy effective Date shown in Item 2 of the Schedule and, in the case of a multiyear Policy, on or before the annual anniversary of such Policy Effective Date. Timely payment of all premium due in full is a condition precedent to the Company's liability under this Policy.
- 11) Notices: Notices to the Company under this Policy shall be given in writing to the address shown in the preamble of this Policy. Such notices shall be effective on the date of receipt by the Company at such address.
- 12) Valuation and Foreign Currency: All premiums, benefit amounts, loss, and other amounts under this Policy are expressed and payable in Indian currency. If judgement is rendered, settlement is denominated or any benefit, Sum Insured or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, Sum Insured or element of loss is due, respectively.

#### INTERNATIONAL SOS ASSISTANCE COMPANY

International SOS operates a twenty-four (24) hour, seven (7) Days a week, toll-free emergency telephone assistance service. To access the emergency assistance services while travelling, please call one of the following emergency telephone numbers:

Telephone numbers: Land line: 011-41898872 Fax: 011-41898801

Email: hdfcergo@internationalsos.com Toll Free No. 1866 202 4700 (For USA Only)

In the event of a travel-related emergency, International SOS will provide the following assistance services:

#### 1) Pre-Departure Services

- a) Banking Facilities: information on currencies, banking procedures and bank hours in the country of destination.
- b) Car rental Agency Referral & Limousine Arrangements a referral to car rental companies in foreign countries.
- c) **Destination Information** general information on the destination, normally via fax.
- d) Foreign Exchange Information Services information concerning exchange rates of major foreign currencies.
- e) **Hotel Accommodation Referral** the names, addresses, contact numbers of hotels in major foreign cities world-wide.
- f) **Inoculation Information Services** information concerning inoculation requirements for foreign countries.

- g) **Travel Advisory Services** information concerning foreign ministry health and security advisories and circulars.
- h) Visa Information Service information concerning Visa requirements for foreign countries.
- i) Weather Information Services weather forecasts and temperatures of foreign countries.

#### 2) Travel Assistance Services

- a) Arrangement of a Bail Bond the arrangement of a bail bond in the event that an Insured Person has been arrested following a car Accident. The Assistance Provider will only arrange the financial guarantee if payment has been secured through an Insured Person's credit card or personal assets.
- b) **Arranging an Emergency Cash Advance:** assistance and will handle liaisons with banks to arrange a cash advance (s) to the **Insured Person**, subject to suitable guarantees.
- c) Arranging for Replacement of Lost Passports assistance in contacting with consular authorities in case of the loss or theft of an **Insured Person's** passport, and arranging its replacement.
- d) **Arranging for Replacement of Lost Travel Documents** assistance in replacing travel documents or tickets in the event of a theft or loss or emergency.
- e) Car Rental arrangement of a rented car in the event of an emergency. Payment is for the account of the Insured Person.
- f) Claims Assistance details to an Insured Person on how to correctly file a claim to the Company.
- g) **Embassy Referral** the address, contact numbers, and office hours for appropriate embassies and consulates in an emergency.
- h) Emergency Travel Services assistance in new travel arrangements and reservations in the event of pre-departure cancellation or interruption, curtailment or delay during the trip, or following a Hospital stay of the Insured Person.
- i) Interpreter Referral the name, address, contact numbers and office hours for interpreters world-wide.
- j) Interpreting Assistance an interpretation service over the telephone.
- k) Legal Referral the name, address, contact numbers, and office hours of lawyers or legal practitioners where and when necessary.
- Lost Luggage Assistance assistance for an Insured Person who has lost his or her luggage while
  travelling by contacting the appropriate authorities involved and advising the Insured Person who they
  should contact to recover their lost luggage.
- m) Lost Travel Documents / Credit Card Assistance directions on reporting the loss and requesting replacement in the event an Insured Person loses a travel document or credit card whilst abroad.
- n) Restaurant Referral a referral to restaurants in major foreign cities.
- Secretarial Services & Business Centres Referral wherever possible, a referral to secretarial services and business centres world-wide.

## 3) Emergency Medical and Related Services

- a) **Medical Advice Over the Phone** medical advice over the telephone.
- b) **Medical Service Provider Referral** information regarding **Physicians**, **Hospitals**, Clinics, Dentists when and where the **Insured Person** needs treatment.
- c) **Arrangement of Doctors Appointments** assistance in arranging appointments for an **Insured Person** with medical service providers if necessary.
- d) **Replacement of Essential Medicine** arrangement for the replacement of essential medicines, subject to local regulations.
- e) **Arrangement of Hospital Admission** arrangements for **Hospital** admission when the medical condition of the **Insured Person** requires such action.
- f) Guarantee of Medical Expenses Incurred During a Hospital stay a guarantee for the medical treatment necessary during an Insured Person's Hospital stay. The guarantees will only be arranged if the Assistance Provider has secured payment through an Insured Person's credit card or through the Insured Person's assets or the insurance Policy.

- g) Monitoring of Medical Condition during a Hospital stay Constant monitoring of the Insured Person's medical condition with the attending Physician if an Insured Person is hospitalised.
- h) **Emergency Message Transmission** a messenger service to transmit messages or medical information, upon the **Insured Person's** request and consent, to the **Insured Person's** family, friends and / or business associates following a medical emergency.
- i) Arranging Emergency Medical Evacuation arrangement of air / surface transportation, medical care during transportation, communications and all usual ancillary services when moving an Insured Person to the nearest Hospital where appropriate treatment can be received.
- j) Arrangement of Medical Repatriation arrangement of air / surface transportation, necessary medical care during transportation, communications and all usual ancillary services when moving an Insured Person to his/her country of residence following an emergency medical evacuation for subsequent in-Hospital treatment.
- k) Arrangement of Repatriation of Mortal Remains the transportation of the Insured Person's mortal remains from the place of death to his /her home country or arrange for local burial at the place of death
- I) Arrangement of Compassionate Visit the return airfare for an Immediate Family Member of the Insured Person to visit the Insured Person when outside their normal country of residence.
- m) Arrangement of Return of a Dependent Child a one-way airfare for the return of a Dependent Child to his or her home country, if such Dependent Child is left unattended due to an Insured Person being hospitalised or expecting to be hospitalised for more than five (5) Days.
- n) **Arrangement of Hotel Accommodation** hotel arrangements for a visiting family member or a Replacement Business Colleague if an **Insured Person** is hospitalised or is expected to be hospitalised for five (5) or more Days.

# **Specific Conditions**

The decision on the most appropriate means and timing belongs to The Assistance Provider.

#### H) General Conditions Applicable for Section 7: Home Insurance Revision

- 1. This policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
- 2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof the whole or any part of anyrange of buildings or any of which such building forms part. Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings structure were insured under this policy. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
- 3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:
  - i. If the interest in the property passes from the insured otherwise than by will or operation of law.

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

#### **TABLE OF SHORT PERIOD SCALES**

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

- 5. On the happening of any loss or damage the insured shall forthwith give notice there of to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, delivertothe Company
  - i. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or itemsorpropertydamagedordestroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage or damage thereto respectively, having regard to their value at the time of the loss or damage or damage.
  - ii. Particularsofallotherinsurances, if any.

TheInsuredshallalsoatallthetimesathisownexpenseproduce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigationreports(internal/external), proofsandinformation with respect to the claim and the originand cause of the loss and the circumstance sunder which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Companyas may be reasonably required by or on behalf of the Company together with a declaration on oathin other legal form of the truth of the claim and of any matters connected the rewith. No claim under this policy shall be payable unless the terms of this condition have been complied with.

II. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expresslyagreedanddeclaredthatiftheCompanyshalldisclaimliabilityfor any claim hereunder and

such claim shall not within 12 (twelve) calendar monthsfromthedateofthedisclaimerhavebeenmadethesubjectmatterof asuitinacourtoflawthentheclaimshallforallpurposesbedeemedtohave beenabandonedandshallnotthereafterberecoverablehereunder.

- 6. On the happening of loss or damage to any property insured under this policy, the Companymay
  - a. Enterandtakekeeppossessionofthebuildingorpremiseswherethelossor damage hashappened.
  - b. Take the possession of or require to be delivered to it any property of the insuredinthebuildingoronthepremisesatthetimeofthelossordamage.
  - c. Keep possession of any such property and examine, sort arrange remove otherwisedealwiththesame.
  - d. Sell any such property or dispose of the same for account of whom it may concern. Thepowersconferredbythisconditionshallbeexercisablebythe Company at anytime until notice in writing is given by the insured that he makesnoclaimunderthepolicy, orifanyclaimismade, untilsuchclaimis finallydeterminedorwithdrawn, and the Companyshallnotbyanyactdone in the exercise or purported exercise of its powers hereunder, incur any liabilitytothelnsuredordiminishitsrightstorelyuponanyoftheconditions ofthispolicyinanswertoanyclaim. If the insuredorany persononhisbehalf shall not comply with requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, allbenefits under this policy shall be forfeited. The Insured shall not in any case be entitledtoabandonanypropertytotheCompanywhethertakenpossession of bytheCompanyornot
- 7. Any person who, knowingly and with intent to defraud the insurance company or other persons, files a information, proposal for insurance containing any false or conceals forthepurposeofmisleading,informationconcerningany fact material thereto, commits a fraudulent insuranceact which will render the policy voidable at the insurance company's sole discretion and result in a denial of insurancebenefits. If aclaimisinany respectfraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the insured, policyholder, beneficiary, claimant or by anyone acting on theirbehalftoobtainanybenefitunderthispolicy, orifany false statutory declaration is made or used insupport .Thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the insured, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited
- 8. If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the Company thereon. If the Company so elects to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace. If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
- 9. Reinstatement Value Clause

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

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

- a. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the date of loss, destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this Reinstatement Value Clause had not been incorporated there in shall be made.
- b. Until expenditure has been incurred by the Insured in replacing or reinstating the property lost, destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this Reinstatement Value Clause had not been incorporated therein.
- c. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any loss, destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.
- d. This Reinstatement Value Clause shall be without force or effect if:
  - The Insured fails to intimate to the Company within six (6) months after the date of loss, destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property lost destroyed or damaged; or
  - 2. The Insured is unable or unwilling to replace or reinstate the property lost, destroyed or damaged on the same or another site.
- 10. If at the time of any loss or damage happening to any property hereby insuredthere be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 11. The Insured shall at the expense of the Company do and concur in doing, permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

- 12. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator to be within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by such two arbitrators shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrators of the amount of the loss or damage shall be first obtained.
- 13. Every notice and other communication to the Company required by these conditions must be written and be addressed to the Company at its corporate office address as follows:

HDFC ERGO General Insurance Company Limited
Registered & Corporate Office: 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg,
Churchgate, Mumbai – 400 020.
Customer Service Address: 6th Floor, Leela Business Park, AndheriKurla Road, Andheri (E), Mumbai – 400 059.

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

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

- 15. The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.
- 16. Observation of Terms and Conditions:

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

## **General Exceptions**

The Company shall not be liable in respect of:

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

- 2. Lossordamagecausedbydepreciationorwearandtear.
- 3. Consequentiallossofanykindordescription.
- 4. Loss or damage, directly or indirectly, caused by or arising from or in consequenceoforcontributedtoby
  - Nuclear weaponsmaterial.
  - lonisingradiationsorcontaminationbyradioactivityfromanynuclearfuel or any nuclear waste from the combustion of nuclear fuel For this purposeonly combustion shall include any selfsustaining process of nuclear fission.

#### 4) General Conditions applicable for section 8: E@SecureInsurance

#### 1. Triggering Multiple Specified Event

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

#### 2. Changes in Your circumstances

**You**mustnotify **Us** as soon as possible in writing of any change in **Your** circumstances which may affect this insurance cover. **We**willadvise **You** if there is any additional premium payable by **You**.

# 3. Taking Reasonable Precautions

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

#### 4. Fraud

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

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

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

#### 5. Cancellation

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

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

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

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

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

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

#### 6. Other Insurances

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

#### 7. Subrogation

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

#### 8. Arbitration

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

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

(i) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.

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

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

#### 9. Indian Contract Act 1872

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

## 10. Premium Payment

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

## 11. Clerical Error

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

#### 12. Governing Law

This Policy shall be governed by the laws of India.

#### 13. Assignment

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

## 14. Sanctions/Embargoes

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

#### 15. Territorial scope

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

## 16. Jurisdiction

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

# 17. The Proposal Form

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

## 18. No Third party Rights

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

# 19. Policy Renewal

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

# **Contact Us**

	within India		Outside India
Claim Intimation:	Toll Free: 1800 2700700 Phone (UAN): 1860 2000 700 charges applicable) Fax (UAN): 1860 2000 600 charges applicable) Email: healthclaims@hdfcergo.com	( Local	Toll Free No: 800 08250825 Global Toll Free No: +800 08250825 (accessible from locations outside India only) Landline no (Chargeable): 0120-4507250 Emailtravelclaims@hdfcergo.com
Claim document submission at address	HDFC ERGO General Insurance Co. I Stellar IT Park, Tower-1 5th Floor, C - 25, Sector 62 Noida – 0120 398 8360	_td.	HDFC ERGO General Insurance Co Ltd 6th Floor, Leela Business Park, AndheriKurla Road, Andheri East, Mumbai-400059, Ph-022 66383600

# **Grievance Redressal Procedure**

i. If You have a grievance that You wish Us to redress, You may contact Us with the details of **Your** grievance as given below

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contacts us at	https://www.hdfcergo.co m/customer- care/grievances Call - 1800-2700-700	https://www.hdfcergo.com/cust omer- care/grievances/escalation level 1 Call - 1800-2700-700	https://www.hdfcergo.com/cus tomer- care/grievances/escalation level 2 Call - 1800-2700-700
	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Write to us at	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd 6ht Floor, Leela Business Park, AndheriKurla Road, Andheri, Mumbai – 400059	The Compliance Officer, Registered & Corporate Office: HDFC House, 1st Floor, 165- 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai - 400020

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

# **Ombudsman Details**

GUJARAT,DADRA & NAGAR HAVELI,DAMAN AND DIU	KARNATAKA.
AHMEDABAD - Shri/Smt	BENGALURU - Smt. Neerja Shah
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
JeevanPrakash Building, 6th floor,	JeevanSoudhaBuilding,PID No. 57-27-N-19
TilakMarg,	Ground Floor, 19/19, 24th Main Road,
Relief Road,	JP Nagar, Ist Phase,
Ahmedabad – 380 001.	Bengaluru – 560 078.
Tel.: 079 - 25501201/02/05/06	Tel.: 080 - 26652048 / 26652049
Email: bimalokpal.ahmedabad@ecoi.co.in	Email: bimalokpal.bengaluru@ecoi.co.in
MADHYA PRADESH, CHATTISGARH	ORISSA
BHOPAL - Shri Guru Saran Shrivastava	BHUBANESHWAR - Shri/Smt
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
JanakVihar Complex, 2nd Floor,	62, Forest park,
6, Malviya Nagar, Opp. Airtel Office,	Bhubneshwar – 751 009.
Near New Market,	
Bhopal – 462 003.	
Tel.: 0755 - 2769201 / 2769202	Tel.: 0674 - 2596461 /2596455
Fax: 0755 – 2769203	Fax: 0674 – 2596429
Email: bimalokpal.bhopal@ecoi.co.in	Email: bimalokpal.bhubaneswar@ecoi.co.in
PUNJAB,HARYANA,HIMACHAL	TAMIL NADU, PONDICHERRY TOWN AND KARAIKAL
PRADESH, JAMMU & KASHMIR, CHANDIGARH	(WHICH ARE PART OF PONDICHERRY).
CHANDIGARH - Dr. Dinesh Kumar Verma	CHENNAI - Shri M. Vasantha Krishna

Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
S.C.O. No. 101, 102 & 103, 2nd Floor,	Fatima Akhtar Court, 4th Floor, 453,
Batra Building, Sector 17 – D,	Anna Salai, Teynampet,
Chandigarh – 160 017.	CHENNAI - 600 018.
Tel.: 0172 - 2706196 / 2706468	Tel.: 044 - 24333668 / 24335284
Fax: 0172 – 2708274	Fax: 044 – 24333664
Email: bimalokpal.chandigarh@ecoi.co.in	Email: bimalokpal.chennai@ecoi.co.in
DELHI.	ASSAM,MEGHALAYA,MANIPUR,MIZORAM, ARUNACHAL PRADESH, NAGALAND AND TRIPURA
DELHI - Shri/Smt	GUWAHATI - ShriKiriti .B. Saha
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
2/2 A, Universal Insurance Building,	JeevanNivesh, 5th Floor,
Asaf Ali Road,	Nr. Panbazar over bridge, S.S. Road,
New Delhi – 110 002.	Guwahati – 781001(ASSAM).
Tel.: 011 - 23232481/23213504	Tel.: 0361 - 2632204 / 2602205
Email: bimalokpal.delhi@ecoi.co.in	Email: bimalokpal.guwahati@ecoi.co.in
ANDHRA PRADESH, TELANGANA, YANAM AND PART OF TERRITORY OF PONDICHERRY.	RAJASTHAN.
HYDERABAD - Shri I. Suresh Babu	JAIPUR - Smt. SandhyaBaliga
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Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

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## Annexure I -List of Non Medical Expenses

SNO	Item	SNO	Item
I	TOILETRIES/COSMETICS/PERSONAL COMFORT OR CONVENIENCE ITEMS/SIMILAR EXPENSES	III	ADMINISTRATIVE OR NON-MEDICAL CHARGES
1	HAIR REMOVAL CREAM	107	ADMISSION KIT
2	BABY CHARGES (UNLESS SPECIFIED/INDICATED)	108	BIRTH CERTIFICATE
3	BABY FOOD	109	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES
4	BABY UTILITES CHARGES	110	CERTIFICATE CHARGES
5	BABY SET	111	COURIER CHARGES
6	BABY BOTTLES	112	CONVENYANCE CHARGES
7	BRUSH	113	DIABETIC CHART CHARGES
8	COSYTOWEL	114	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSES

9	HAND WASH	115	DISCHARGE PROCEDURE CHARGES
10	MOISTURISER PASTE BRUSH	116	DAILY CHART CHARGES
11	POWDER	117	ENTRANCE PASS / VISITORS PASS CHARGES
12	RAZOR	118	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
13	SHOE COVER	119	FILE OPENING CHARGES
14	BEAUTY SERVICES	120	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)
15	BELTS/ BRACES	121	MEDICAL CERTIFICATE
16	BUDS	122	MAINTAINANCE CHARGES
17	BARBER CHARGES	123	MEDICAL RECORDS
18	CAPS	124	PREPARATION CHARGES
19	COLD PACK/HOT PACK	125	PHOTOCOPIES CHARGES
20	CARRY BAGS	126	PATIENT IDENTIFICATION BAND / NAME TAG
21	CRADLE CHARGES	127	WASHING CHARGES
22	COMB	128	MEDICINE BOX
23	DISPOSABLES RAZORS CHARGES ( for site preparations)	129	MORTUARY CHARGES
24	EAU-DE-COLOGNE / ROOM FRESHNERS	130	MEDICO LEGAL CASE CHARGES (MLC CHARGES)
25	EYE PAD	IV	EXTERNAL DURABLE DEVICES
26	EYE SHEILD	131	WALKING AIDS CHARGES
27	EMAIL / INTERNET CHARGES	132	BIPAP MACHINE
28	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)	133	COMMODE
29	FOOT COVER	134	CPAP/ CAPD EQUIPMENTS
30	GOWN	135	INFUSION PUMP – COST
31	LEGGINGS	136	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)
32	LAUNDRY CHARGES	137	PULSEOXYMETER CHARGES
33	MINERAL WATER	138	SPACER
34	OIL CHARGES	139	SPIROMETRE
35	SANITARY PAD	140	SPO2 PROBE
36	SLIPPERS	141	NEBULIZER KIT
37	TELEPHONE CHARGES	142	STEAM INHALER
38	TISSUE PAPER	143	ARMSLING
39	TOOTH PASTE	144	THERMOMETER
40	TOOTH BRUSH	145	CERVICAL COLLAR
4.		146	SPLINT
41	GUEST SERVICES	140	
41	BED PAN	147	DIABETIC FOOT WEAR

44	CAMERA COVER	149	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
45	CLINIPLAST	150	LUMBO SACRAL BELT
46	CREPE BANDAGE	151	NIMBUS BED OR WATER OR AIR BED CHARGES
47	CURAPORE	152	AMBULANCE COLLAR
48	DIAPER OF ANY TYPE	153	AMBULANCE EQUIPMENT
49	DVD, CD CHARGES	154	MICROSHEILD
50	EYELET COLLAR	155	ABDOMINAL BINDER
51	FACE MASK	V	ITEMS PAYABLE IF SUPPORTED BY A PRESCRIPTION
52	FLEXI MASK	156	BETADINE \ HYDROGEN PEROXIDE\SPIRIT\\ \ DISINFECTANTS ETC
53	GAUSE SOFT	157	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES
54	GAUZE	158	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES
55	HAND HOLDER	159	SUGAR FREE Tablets
56	HANSAPLAST/ ADHESIVE BANDAGES	160	CREAMS POWDERS LOTIONS (Toileteries are not payable,only prescribed medical pharmaceuticals payable)
57	INFANT FOOD	161	Digestion gels
58	SLINGS	162	ECG ELECTRODES
59	WEIGHT CONTROL PROGRAMS/ SUPPLIES/ SERVICES	163	GLOVES
60	COST OF SPECTACLES/ CONTACT LENSES/ HEARING AIDS ETC.,	164	HIV KIT
61	DENTAL TREATMENT EXPENSES THAT DO NOT REQUIRE HOSPITALISATION	165	LISTERINE/ ANTISEPTIC MOUTHWASH
62	HORMONE REPLACEMENT THERAPY	166	LOZENGES
63	HOME VISIT CHARGES	167	MOUTH PAINT
64	INFERTILITY/ SUBFERTILITY/ ASSISTED CONCEPTION PROCEDURE	168	NEBULISATION KIT
65	OBESITY (INCLUDING MORBID OBESITY) TREATMENT IF EXCLUDED IN POLICY	169	NOVARAPID
66	PSYCHIATRIC AND PSYCHOSOMATIC DISORDERS	170	VOLINI GEL/ ANALGESIC GEL
67	CORRECTIVE SURGERY FOR REFRACTIVE ERROR	171	ZYTEE GEL
68	TREATMENT OF SEXUALLY TRANSMITTED DISEASES	172	VACCINATION CHARGES
69	DONOR SCREENING CHARGES	VI	PART OF HOSPITAL'S OWN COSTS AND NOT PAYABLE
70	ADMISSION/REGISTRATION CHARGES	173	AHD
71	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE	174	ALCOHOL SWABES
73	ANY EXPENSES WHEN THE PATIENT IS DIAGNOSED WITH RETRO VIRUS + OR SUFFERING FROM /HIV/ AIDS ETC IS DETECTED/ DIRECTLY OR INDIRECTLY	175	SCRUB SOLUTION/STERILLIUM
74	STEM CELL IMPLANTATION/ SURGERY and	VII	OTHERS

	storage		
75	WARD AND THEATRE BOOKING CHARGES	176	VACCINE CHARGES FOR BABY
76	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS	177	AESTHETIC TREATMENT / SURGERY
77	MICROSCOPE COVER	178	TPA CHARGES
78	SURGICAL BLADES,HARMONIC SCALPEL,SHAVER	179	VISCO BELT CHARGES
79	SURGICAL DRILL	180	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, ETC]
80	EYE KIT	181	EXAMINATION GLOVES
81	EYE DRAPE	182	KIDNEY TRAY
82	X-RAY FILM	183	MASK
83	SPUTUM CUP	184	OUNCE GLASS
84	BOYLES APPARATUS CHARGES	185	OUTSTATION CONSULTANT'S/ SURGEON'S FEES
85	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES	186	OXYGEN MASK
86	ANTISEPTIC OR DISINFECTANT LOTIONS	187	PAPER GLOVES
87	BAND AIDS, BANDAGES, STERLILE INJECTIONS, NEEDLES, SYRINGES	188	PELVIC TRACTION BELT
88	COTTON	189	REFERAL DOCTOR'S FEES
89	COTTON BANDAGE	190	ACCU CHECK ( Glucometery/ Strips)
90	MICROPORE/ SURGICAL TAPE	191	PAN CAN
91	BLADE	192	SOFNET
92	APRON	193	TROLLY COVER
93	TORNIQUET	194	UROMETER, URINE JUG
94	ORTHOBUNDLE, GYNAEC BUNDLE	195	AMBULANCE
95	URINE CONTAINER	196	TEGADERM / VASOFIX SAFETY
II	ELEMENTS OF ROOM CHARGE	197	URINE BAG
96	LUXURY TAX	198	SOFTOVAC
97	HVAC	199	STOCKINGS
98	HOUSE KEEPING CHARGES		•
99	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED		
100	TELEVISION AND AIR CONDITIONER CHARGES	ĺ	
101	SURCHARGES	ĺ	
102	ATTENDANT CHARGES	ĺ	
103	IM IV INJECTION CHARGES	ĺ	
104	CLEAN SHEET	1	
105	EXTRA DIET OF PATIENT(OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)		
106	BLANKET/WARMER BLANKET	1	

## **Annexure II - Indicative list of Day Care Procedures**

# Microsurgical operations on the middle ear

- 1. Stapedotomy
- 2. Stapedectomy
- 3. Revision of a stapedectomy
- 4. Other operations on the auditory ossicles
- 5. Myringoplasty (Type -I Tympanoplasty)
- 6. Tympanoplasty (closure of an eardrum perforation/reconstruction of the auditory ossicles)
- 7. Revision of a tympanoplasty
- 8. Other microsurgical operations on the middle ear

# Other operations on the middle & internal ear

- 9. Myringotomy
- 10. Removal of a tympanic drain
- 11. Incision of the mastoid process and middle ear
- 12. Mastoidectomy
- 13. Reconstruction of the middle ear
- 14. Other excisions of the middle and inner ear
- 15. Fenestration of the inner ear
- 16. Revision of a fenestration of the inner ear
- 17. Incision (opening) and destruction (elimination) of the inner ear
- 18. Other operations on the middle and inner ear

## Operations on the nose & the nasal sinuses

- 19. Excision and destruction of diseased tissue of the nose
- 20. Operations on the turbinates (nasal concha)
- 21. Other operations on the nose
- 22. Nasal sinus aspiration

# Operations on the eyes

- 23. Incision of tear glands
- 24. Other operations on the tear ducts
- 25. Incision of diseased eyelids
- 26. Excision and destruction of diseased tissue of the eyelid
- 27. Operations on the canthus and epicanthus
- 28. Corrective surgery for entropion and ectropion
- 29. Corrective surgery for blepharoptosis
- 30. Removal of a foreign body from the conjunctiva
- 31. Removal of a foreign body from the cornea
- 32. Incision of the cornea
- 33. Operations for pterygium
- 34. Other operations on the cornea
- 35. Removal of a foreign body from the lens of the eye
- 36. Removal of a foreign body from the posterior chamber of the eye
- 37. Removal of a foreign body from the orbit and eyeball

- 38. Operation of cataract
- 39. Retinal Detatchment

## Operations on the skin & subcutaneous tissues

- 40. Incision of a pilonidal sinus
- 41. Other incisions of the skin and subcutaneous tissues
- 42. Surgical wound toilet (wound debridement) and removal of diseased tissue of the skin and subcutaneous tissues
- 43. Local excision of diseased tissue of the skin and subcutaneous tissues
- 44. Other excisions of the skin and subcutaneous tissues
- 45. Simple restoration of surface continuity of the skin and subcutaneous tissues
- 46. Free skin transplantation, donor site
- 47. Free skin transplantation, recipient site
- 48. Revision of skin plasty
- 49. Other restoration and reconstruction of the skin and subcutaneous tissues
- 50. Chemosurgery to the skin
- 51. Destruction of diseased tissue in the skin and subcutaneous tissues

#### Operations on the tongue

- 52. Incision, excision and destruction of diseased tissue of the tongue
- 53. Partial glossectomy
- 54. Glossectomy
- 55. Reconstruction of the tongue
- 56. Other operations on the tongue

# Operations on the salivary glands & salivary ducts

- 57. Incision and lancing of a salivary gland and a salivary duct
- 58. Excision of diseased tissue of a salivary gland and a salivary duct
- 59. Resection of a salivary gland
- 60. Reconstruction of a salivary gland and a salivary duct
- 61. Other operations on the salivary glands and salivary ducts

# Other operations on the mouth & face

- 62. External incision and drainage in the region of the mouth, jaw and face
- 63. Incision of the hard and soft palate
- 64. Excision and destruction of diseased hard and soft palate
- 65. Incision, excision and destruction in the mouth
- 66. Plastic surgery to the floor of the mouth
- 67. Palatoplasty
- 68. Other operations in the mouth under general/spinal anesthesia

#### Operations on the tonsils & adenoids

- 69. Transoral incision and drainage of a pharyngeal abscess
- 70. Tonsillectomy without adenoidectomy
- 71. Tonsillectomy with adenoidectomy
- 72. Excision and destruction of a lingual tonsil
- 73. Other operations on the tonsils and adenoids under general/spinal anesthesia

# Trauma surgery and orthopaedics

74. Incision on bone, septic and aseptic

- 75. Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis
- 76. Suture and other operations on tendons and tendon sheath
- 77. Reduction of dislocation under GA
- 78. Arthroscopic knee aspiration

## Operations on the breast

- 79. Incision of the breast
- 80. Operations on the nipple

## Operations on the digestive tract

- 81. Incision and excision of tissue in the perianal region
- 82. Surgical treatment of anal fistulas
- 83. Surgical treatment of haemorrhoids
- 84. Division of the anal sphincter (sphincterotomy)
- 85. Other operations on the anus
- 86. Ultrasound guided aspirations
- 87. Sclerotherapy

## Operations on the female sexual organs

- 88. Incision of the ovary
- 89. Insufflation of the Fallopian tubes
- 90. Other operations on the Fallopian tube
- 91. Dilatation of the cervical canal
- 92. Conisation of the uterine cervix
- 93. Other operations on the uterine cervix
- 94. Incision of the uterus (hysterotomy)
- 95. Therapeutic curettage
- 96. Culdotomy
- 97. Incision of the vagina
- 98. Local excision and destruction of diseased tissue of the vagina and the pouch of Douglas
- 99. Incision of the vulva
- 100. Operations on Bartholin's glands (cyst)

# Operations on the prostate & seminal vesicles

- 101. Incision of the prostate
- 102. Transurethral excision and destruction of prostate tissue
- 103. Transurethral and percutaneous destruction of prostate tissue
- 104. Open surgical excision and destruction of prostate tissue
- 105. Radical prostatovesiculectomy
- 106. Other excision and destruction of prostate tissue
- 107. Operations on the seminal vesicles
- 108. Incision and excision of periprostatic tissue
- 109. Other operations on the prostate

#### Operations on the scrotum & tunica vaginalis testis

- 110. Incision of the scrotum and tunica vaginalis testis
- 111. Operation on a testicular hydrocele
- 112. Excision and destruction of diseased scrotal tissue
- 113. Plastic reconstruction of the scrotum and tunica vaginalis testis

114. Other operations on the scrotum and tunica vaginalis testis

## Operations on the testes

- 115 Incision of the testes
- 116. Excision and destruction of diseased tissue of the testes
- 117. Unilateral orchidectomy
- 118.Bilateral orchidectomy
- 119. Orchidopexy
- 120. Abdominal exploration in cryptorchidism
- 121. Surgical repositioning of an abdominal testis
- 122. Reconstruction of the testis
- 123. Implantation, exchange and removal of a testicular prosthesis
- 124. Other operations on the testis

# Operations on the spermatic cord, epididymis und ductus deferens

125. Surgical treatment of a varicocele and a hydrocele of the spermatic cord

126. Excision in the area of the epididymis