

# HDFC ERGO Hospital Cash Insurance - Policy Wordings

HDFC ERGO General Insurance Company Ltd. 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 realization thereof by Us, and Your statements in the Proposal, which is incorporated into the Policy and is the basis of it.

#### Section, 1 Benefits

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, 2 Exclusions

### **Waiting Periods**

a) We are not liable for any treatment which begins during waiting periods except if any Insured Person suffers an Accident.

# 30 days waiting Period

- b) A waiting period of 30 days (or longer if specified in any benefit) will apply to all claims unless:
  - i) The Insured Person has been insured under our "HDFC ERGO Hospital Cash Insurance" Policy continuously and without any break in the previous Policy Year.
  - ii) If the Insured Person renews with Us and increases the Sum Insured, then this exclusion shall only apply in relation to the amount by which the Sum Insured has been increased in the current year.

# **Specific Waiting Periods**

c) The benefit payable for Illnesses and treatments listed below will be covered subject to a waiting period of 2 years, from the third Policy year as long as the Insured Person has



been insured under our "HDFC ERGO Hospital Cash Insurance" Policy continuously and without any break:

- i) **Illnesses**: internal congenital diseases, arthritis if non infective; calculus diseases of gall bladder and urogenital system; cataract; fissure/fistula in anus, hemorrhoids, pilonidal sinus, gastric and duodenal ulcers; gout and rheumatism; internal tumors, cysts, nodules, polyps including breast lumps (each of any kind unless malignant); osteoarthritis and osteoporosis if age related; polycystic ovarian diseases; sinusitis and related disorders and skin tumors unless malignant.
- ii) **Treatments:** Surgeries for benign ear, nose and throat (ENT) disorders and surgeries (including but not limited to adenoidectomy, mastoidectomy, tonsillectomy and tympanoplasty); Surgery for sinuses, dilatation and curettage (D&C); hysterectomy for menorrhagia or fibromyoma or prolapse of uterus unless necessitated by malignancy; joint replacement; myomectomy for fibroids; surgery of gallbladder and bile duct unless necessitated by malignancy; surgery of genito urinary system unless necessitated by malignancy; surgery of benign prostatic hypertrophy; surgery of hernia; surgery of hydrocele; surgery for prolapsed inter vertebral disk; surgery of varicose veins and varicose ulcers.
- iii) If the Insured person renews with Us and increases the Sum Insured, then this exclusion shall only apply in relation to the amount by which the Sum Insured has been increased in the current year.
- d) <u>Pre Existing Diseases or conditions:</u> Benefits will not be available for any pre existing diseases as defined in the policy, until 48 months of continuous coverage have elapsed since inception of Your first policy with Us.
- e) We will not make any benefit payment to the Insured Person for any claim 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) Any Insured Person committing or attempting to commit any intentional self injury or attempted suicide while sane or insane.
  - iii) Any Insured Person committing or attempting to commit any act which amounts to breach of law with criminal intent.
  - iv) 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.
  - v) 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.



- vi) Treatment of obesity or morbid obesity and any weight control program, where obesity means a condition in which the Body Mass Index (BMI) is above 29 & morbid obesity means a condition where BMI is above 37.
- vii) Psychiatric, mental disorders (including treatment for mental health), 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.
- viii) Sleep-Apnoea
- ix) 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.
- x) 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.
- xi) Sterility, treatment whether to effect or to treat infertility, any fertility, sub-fertility or assisted conception procedure, surrogate or vicarious pregnancy, birth control, contraception.
- xii) Dental treatment and surgery of any kind, unless requiring Hospitalization.
- xiii) 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, dislocations and physiotherapy as part of hospitalization prescribed by the physician conducted in the hospital).
- xiv) Nasal septum deviation and nasal concha resection; circumcisions, laser treatment for correction of eye due to refractive error, aesthetic or change-of-life treatments of any description such as sex transformation operations, treatments to do or undo changes in appearance or carried out in childhood or at any other times driven by cultural habits, fashion or the like or any procedures which improve physical appearance.
- xv) 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 or Illness.
- xvi) Experimental or unproven treatment,
- xvii) Hospitalization for the purpose of diagnosis only
- xviii) Any non allopathic treatment.
- xix) All preventive care, vaccination including inoculation and immunisations (except post bite treatment in hospital) and any hospitalization for the purpose of 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.



- xx) 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.
- xxi) Any procedure or treatment by any person or institution that has been intimated to the Insured Person by Us during the currency of the policy.
- xxii) Any treatment or part of a treatment that is not medically necessary.
- xxiii) Any exclusion mentioned in the Schedule or the breach of any specific condition mentioned in the Schedule.

#### Section. 3 General Conditions

## **Condition precedent**

a) The fulfilment of the terms and conditions of this Policy (including the payment of premium by the due dates mentioned in the Schedule) insofar as they relate to anything to be done or complied with by You or any Insured Person shall be conditions precedent to Our liability.

#### b) Insured Person

Only those persons named as an Insured Person in the Schedule shall be covered under this Policy. Any person may be added during the Policy Period after his application has been accepted by Us, additional premium has been paid and realised by Us and We have issued an endorsement confirming the addition of such person as an Insured Person.

We will not cover any person above the Age 70 years under this policy.

### **Notification of Claim**

- c) 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.

## **Supporting Documentation & Examination**

- d) 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. Such documentation will include but is not limited to the following in English:
  - 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.



- e) 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 Payment**

- f) 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.
- g) 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).
- h) This Policy covers medical treatment taken within India only and Payments under this Policy shall only be made in Indian Rupees within India.
  - The Policy covers medical treatment taken partially or totally in India. However the liability of the Company shall be limited to the extent of treatment taken only in India. We may require necessary medical documents for treatment taken out of India to establish the admissibility of the claim.
- i) 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.
- j) A continuous and completed period of less than 24 hours of Hospitalization will be deemed to be a continuous and completed period of 24 hours if such period extends to atleast 12 hours and also includes the period 0200 to 0330 hours.

### Fraud

k) 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 all benefits paid under it shall be forfeited.

#### Alterations to the Policy

This Policy constitutes the complete contract of insurance. This Policy can be changed or varied at Your request provided the request is acceptable to Us, and by Us in consultation and agreement with You. The change in Policy will be evidenced by a written endorsement signed and stamped by Us.



#### Renewal

m) 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 15 days from the date of the expiry of the policy, We will ordinarily offer 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.

Our renewal premium would be according to the rates applicable for the specific age band in line with the approval of Insurance Regulatory and Development Authority (IRDA) including such loadings, as may be applicable.

# **Change of Policyholder**

n) If You do not renew the Policy, the Insured Persons may apply to renew the Policy within 15 days of the end of the Policy Period provided that they have identified a new adult policyholder who is a member of their immediate family. If We accept such application and the premium for the renewed policy is paid on time, then the Policy shall be treated as having been renewed without any break in cover.

### **Notices**

- o) 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. 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. Proof of delivery of such notices shall be retained by the Insured and furnished to Us as and when demanded.

#### **Dispute Resolution Clause**

p) 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 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 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.

### **Termination**

q) 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
up to 1 month	75%
up to 3 months	50%
up to 6 months	25%
exceeding 6 months	0%

- r) 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
- s) 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.

#### **Interpretations & Definitions**

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

- Def. 1. Accident or Accidental means a sudden, unforeseen and unexpected event caused by external, violent and visible means (but does not include any Illness) which results in physical bodily injury.
- Def. 2. Age or Aged means completed years as at the Commencement Date.
- Def. 3. Commencement Date means the commencement date of this Policy as specified in the Schedule.
- Def. 4. **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:
- Def. 5. **Hospital** means any institution in India (including nursing homes) established for Medical Treatment which:
  - i) Either:
    - (a) has been registered and licensed as a hospital with the appropriate local or other authorities competent to register hospitals in the relevant area and is under the constant supervision of a Medical Practitioner and is not a clinic, rest home, or convalescent home for the addicted, detoxification centre, sanatorium, home for the aged, mentally disturbed, remodelling clinic or similar institution.
    - (b) Or
      - (i) is under the constant supervision of a Medical Practitioner, and
      - (ii) has fully qualified nursing staff (holding a certificate issued by a recognised nursing council) under its employment in constant attendance, and
      - (iii) maintains daily records of each of its patients, and
      - (iv) has at least 10 Inpatient beds, and
      - (v) has a fully equipped and functioning operation theatre.
- Def. 6. Hospital Cash means the daily cash and period specified in the Schedule.
- Def. 7. **Hospitalization** or **Hospitalized** means the Insured Person's admission into a Hospital for Medically necessary Treatment as an inpatient for a continuous period of at least 24 hours following an Illness or Accident occurring during the Policy Period.
- Def. 8. Insured Person means You and the persons named in the Schedule.
- Def. 9. **Illness** means a sickness (a condition or an ailment affecting the general soundness and health of the Insured Person's body) or a disease (affliction of the bodily organs having a defined and recognised pattern of symptoms) or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment. For the avoidance of doubt, Illness does not mean and this Policy does not cover any mental illness or sickness or disease (including but not limited to a psychiatric condition, disorganisation of personality or mind, or emotions or behaviour) even if caused by or aggravated by or related to an Accident or Illness.
- Def. 10. **Intensive Care Unit** means a Hospital unit containing special equipment and specially trained personnel for the care of critical patients requiring immediate and continuous attention and are kept under observation as advised by the Medical Practitioner.
- Def. 11. **Medical Practitioner** means a person who holds a qualification in medicine from a recognised institution and is registered and licensed by a state council, governed by the Medical Council of India, in which he operates and is practicing within the scope of such license and will include (but is not limited to) physicians, specialists and surgeons who satisfy the aforementioned criteria.
- Def. 12. Medically necessary means medical services which are a) essential for the diagnosis, treatment or care of the illness under which the applicable benefit can be paid in the policy for which it is prescribed or performed; b) meets generally accepted standards of medical practice; and c) is ordered by a physician and performed under his or her care, supervision or order



- Def. 13. Policy means Your statements in the proposal form, this policy wording (including endorsements, if any), Annexure and the Schedule (as the same may be amended from time to time).
- Def. 14. Policy Period means the period between the Commencement Date and the Expiry Date specified in the Schedule.
- Def. 15. Policy Year means a year following the Commencement Date and its subsequent annual anniversary.
- Def. 16. 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. 17. Pre existing diseases definition: Any condition, ailment or injury or related condition (s) for which You had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment, within 48 months prior to Your first policy with Us
- Def. 18. Sum Insured means the sum shown in the Schedule which represents Our maximum liability for each Insured Person for any and all benefits claimed for during the Policy Period.
- Def. 19. Ward means a block forming a division of a hospital (or a suite of rooms) where patients are admitted for treatment and excluding intensive care unit.
- Def. 20. We/Our/Us mean the HDFC ERGO General Insurance Co. Ltd.
- Def. 21. You/Your/Policyholder means the person named in the Schedule who has concluded this Policy with Us.

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

#### HDFC ERGO HOSPITAL CASH INSURANCE- GRIEVANCE REDRESSAL PROCEDURE

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

Our website

: www.hdfcergo.com

Email

: grievance @hdfcergo.com

Telephone

: 022 - 66383600 / 1800-2700-700

Fax

: 022 - 66383699

Courier

: Any of Our Branch office or corporate office

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

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

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

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



Ombudsman Offices		
Jurisdiction	Office Address	
Delhi, Rajasthan	2/2 A, 1 <sup>st</sup> Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002	
West Bengal, Bihar	29, N. S. Road, 3 <sup>rd</sup> Fl., North British Bldg. KOLKATA -700 001.	
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054	
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018	
Andhra Pradesh	6-2-46, 1 <sup>st</sup> Floor, Moin Court, LaneOpp.SaleemFunctionPalace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.	
Gujarat	2 <sup>nd</sup> Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014	
Kerla, Karnataka	2 <sup>nd</sup> Flr., CC 27/ 2603, PulinatBuilding, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015	
North-Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI - 781 021	
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6 <sup>th</sup> Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001	
Madhya Pradesh	1 <sup>st</sup> Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011	
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017	
Orissa	62, Forest Park, BHUBANESWAR - 751 009	

