

.....

POLICY WORDINGS - HDFC ERGO JANTA PERSONAL ACCIDENT POLICY

PREAMBLE

Whereas the **Policyholder** named in the schedule has applied to **HDFC ERGO General Insurance Company Limited** (hereinafter called "the Company") for the insurance herein contained which insurance cover the Company agrees to provide subject to:

- 1. Any proposal or other information supplied by or on behalf of the Beneficiary:
 - 1.1. Disclosing all facts and circumstances known to the **Beneficiary** that are material to the assessment of the risks insured hereby,

and

- 1.2. Forming the basis of this insurance, and
- 2. The **Policyholder** having paid the premium on or before the due date thereof and the realization thereof by the Company to grant such insurance to the **Beneficiary** subject to the terms, conditions, provisions and exclusions set out in this **Policy** or as contained in any endorsement that may be issued.

GENERAL DEFINITIONS

co

- 1. Accident or Accidental means a sudden, unforeseen, uncontrollable and unexpected physical event to the Beneficiary or member caused by external, violent and visible means.
- 2. Beneficiary means any person(s) who is (are) insured under this policy.
- 3. Benefit means the payment or entitlement available in accordance with the Policy.
- Bodily Injury means physical, external, accidental bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the commencement of period of insurance.
- 5. Sum Insured means the amount stated in the table of benefits in the policy schedule as the total sum insured or limited to the specific insurance details in any section of this Policy. The Sum Insured shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each section.

The total sum insured is a sublimit of liability. It is part of, and not in addition to the accumulation limit stated in the schedule, if any. It further reduces, and does not increase, the accumulation limit as stated in the schedule.

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638 3699 (gare@hdicergo.com www.hdicergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Mumbai 400 020.



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

- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000and 15 inpatient 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.
- 7. **Policyholder** means the entity whose name(s) is/are specifically appearing as such in part I of the schedule to this Policy.
- 8. **Nominee** means the person(s) nominated by the Beneficiary to receive the insurance benefits under this Policy payable on the death of the Beneficiary.
- 9. Loss of Use means the loss by the Beneficiary of the functional use of either one or both of his/her hands, feet or eye sight without actual physical separation of such part, as a result of a Bodily Injury.
- 10. A **Medical practitioner** is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his licence
- 11. Immediate Family Member means a Beneficiary's children; siblings; siblings-in-law; parents; parents-inlaw; grandparents; grandchildren; legal guardian, ward; adopted children; children from a previous marriage; step-parents; aunts, uncles; nieces, and nephews.
- 12. **Policy** means Your statements in the Proposal Form, this Policy Wording (including endorsements, if any), any attachments to the policy and the schedule (as the same may be amended from time to time).
- 13. Policy Period means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.
- 14. **Proposal** means the proposal form for and forming part of this Policy and any other documentation or information provided to the Company for the purposes of determining whether and upon what terms to offer or renew the Policy.

6th Floor, Leela Business Park, Andheri-Kurla Roarl, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638 3699; care@hdfcergo.com www.hdfcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Murgbar 400 020.



GENERAL EXCLUSIONS

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

- 1. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this **Policy**.
- 2. For Bodily Injury or Death caused or provoked intentionally by the Beneficiary.
- 3. For **Bodily Injury** or Death due to willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt threat, or arising out of non-adherence to medical advice.
- 4. For Bodily Injury or Death sustained or suffered whilst the Beneficiary is or as a result of the Beneficiary 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 or Death due to a gradually operating cause.
- 6. For **Bodily Injury or** Death sustained whilst or as a result of participating in any sport as a professional player.
- 7. For **Bodily Injury or** Death sustained whilst or as a result of participating in any competition involving the utilization of a motorized land, water or air vehicle.
- 8. For **Bodily Injury** or Death whilst the **Beneficiary** is traveling 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.
- 9. For **Bodily Injury** or Death sustained whilst or as a result of participating in any criminal act with criminal intent.
- 10. For Bodily Injury or Death resulting from pregnancy within twenty-six (26) weeks of the delivery.
- 11. For **Bodily Injury** or Death 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

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22-6638-3699 care@hdfcergo.com www.hdfcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Mumbai 400 928





be upon the **Beneficiary** to show that **Bodily Injury** or Death was not caused by or did not arise through AIDS or HIV.

- 12. For Bodily Injury or Death caused by or arising from or due to venereal or venereal related disease.
- 13. For **Bodily Injury** or Death sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
- 14. For **Bodily Injury** or Death sustained whilst on service or on duty with or undergoing training with any military, militia or paramilitary organization, notwithstanding that the Bodily Injury or Death occurred whilst the **Beneficiary** was on leave or not in uniform.
- 15. For treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- 16. Any pathological fracture.
- 17. For cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
- 18. 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
- 19. For **Bodily Injury** or Death sustained whilst engaging in adventures sports, Trekking, Snorkeling & Diving, Skiing, Mountaineering, Backwaters, River Rafting, Safaris, Polo, Water Sports, Paragliding, Parasailing, Aero Sports, Mountain Biking, Aviation or Ballooning, or any other Ballooning like activity, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine
- 20. Due to the Beneficiary committing any breach of the law with criminal intention.
- 21. INJURY or disease directly or indirectly caused by or arising from or attributable to:
 - a. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the **Beneficiary** to the satisfaction of the **Company** that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy,

IABHUH

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638-3699 care@hdfcergo.com www.hdfcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Muthar 400 620, 4



invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- b. lonizing radiation or contamination by radioactivity from any source whatsoever.
- c. Nuclear/Biological/Chemical or any kind of Weapons/Weapons material.

SCOPE OF COVER

The **Company** hereby agrees, subject to the terms, conditions and exclusions contained or otherwise expressed herein, to pay to the **Beneficiary** or the **Nominee** (as the case may be) a sum not exceeding the **Sum Insured**, in case of death, as more particularly described under categories of benefits, of the **Beneficiary** resulting solely and directly from an **Accident** to the extent and in the manner hereinafter provided.

Categories of Benefits

1 <u>Death</u>

The Sum Insured as stated in the schedule of the Policy will be paid if the death of the Beneficiary occurs within a period of twelve months from the date of Bodily Injury during Policy Period, and such Bodily Injury is the sole and direct cause of the death of the Beneficiary.

Special Condition:

If payment has been made under the disability section (if applicable), any amounts paid under that Section would be deducted from payment of a claim under this section of the **Policy**.

Basis of Assessment of claims

1. Basis of assessment of claim shall be:

The benefit payable to or on behalf of the **Beneficiary** for death or disability shall not exceed the **Total Sum Insured** as specified in Part I of the schedule to this **Policy**.

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638 3699 care@hdfcergo.com www.hdfcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Kurnbai 400 230, 5



Claim Documents:

The Claimant shall be required to furnish the following in support of a claim made under this Policy:

- 1. In case of death:
 - a. Duly completed claim form
 - b. First information report (FIR)
 - c. Death Certificate
 - d. Inquest Panchanama
 - e. Postmortem report (if conducted)
 - f. Forensic Science Laboratory Report (where ever required)
 - g. Medical reports, treatment papers, etc. wherever necessary/ applicable
 - h. Identification proof
 - i. Any other document required to prove the claim.

Claims Procedure:

The procedure for lodging the claim shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:

a. The claimant shall give immediate notice thereof in writing to the Company.

The claimant shall deliver to the **Company**, within 60 days from the date of loss, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.

- b. The claimant shall tender to the **Company** all reasonable information, assistance and proofs in connection with any claim hereunder.
- c. In case of claims for death of the **Beneficiary**, where a **Nominee(s)** has not been mentioned in the **Proposal Form**, the **Nominee(s)** will be as follows:

In case of the death of Beneficiary	1. Spouse
In absence of 1 above	2. Children
In absence of 1& 2 above	3. Parents
In absence of 1,2 & 3 above	4. Grandchildren
In absence of 1,2,3 & 4 above	 Unmarried, widowed, divorcee sister if such sister is staying with the deceased

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91-22 (6688) 3699 care@hdicergo.com www.hdicergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Wumbai 400 020. 6

- - -----

 $M^{(0)}$

· • • • • • • • • • • • • •



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

5. Limitation period

In no case whatsoever shall the **Company** be liable, for any expenses after the expiry of 12 months from the occurrence of death or **Bodily Injury** to the **Beneficiary**, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the **Company** shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes will be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 6. Policy Related Terms and Conditions
 - (i) Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before internment, cremation and in any case, within two calendar month from the date of the death, unless reasonable cause is shown. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.
 - (ii) All the documents related to claim must be submitted within 60 days of happening of event.
 - (iii) Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Beneficiary on the occasion of any alleged Bodily Injury or disability when and so often as the same may reasonably be required on behalf of the Company and in the event of death to make a postmortem examination of the body of the Beneficiary. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of fourteen days from the date on which the claim is made under this Policy.
 - (iv) In the event of a claim in respect of loss of sight, the Beneficiary shall undergo at the Beneficiary's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule of this Policy.
 - (v) Position after a claim :

In case of death or disability (as specified in Categories of Benefits; Disability under serial number (i) (a), (i) (b)) the **Company** shall delete the name of the **Beneficiary** in respect of whom

MULIBAI

15



such sums shall become payable from the scope of the **Policy** without any refund of the premium and the cover under the Policy shall cease for such Beneficiary and such Beneficiary shall not be entitled to any benefit whatsoever under the Policy.

For other categories of benefits, upon payment of claim under the benefit, the **Total Sum Insured** shall stand reduced by the amount payable under the said claim.

(vi) The **Policyholder** shall give immediate notice to the **Company** of any change in any of the business or occupation of any of the **Beneficiary**.

The **Policyholder** shall on tendering any premium along with the intimation for the renewal of this **Policy** give notice in writing to the **Company** of any disease, physical defect or infirmity with which any of the **Beneficiary** have become affected since the payment of the last preceding premium.

- (vii) If the Beneficiary during the continuance of the Policy is insured against a similar Janta Personal Accident Insurance Policy with more than one insurance company, then the maximum aggregate liability of the all insurers irrespective of the number of such policies, shall be limited to a sum of Rs. 10, 00,000/- or total actual Total Sum Insured for all insurers under policies whichever is less.
- (viii) The Policyholder as mentioned in the schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy Effective Date as mentioned in the Schedule and,

In the case of a multi-year Policy, on or before the annual anniversary of such Policy Effective Date and,

In the case of a premium payable in installments, at a fixed frequency as mentioned in the schedule, on or before the end of each frequency interval from the Policy Effective Date, which may be a month, a quarter, a six month period or any other frequency period agreed to between the **Policyholder** and the **Company**.

Timely payment of all premiums due in full is a condition precedent to the **Company's** liability under this Policy.

Under the installment option, in the event that the initial premium charged is not paid, this **Policy** shall be deemed to have been void from the intended effective date of insurance.

Provided one or more premium installment has been paid, non-payment of any subsequent Premium Installment shall terminate the **Policy** as of the due date of such unpaid Premium Installment.

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638 3699 care@hd(cergo.com www.hd/cergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Mumbai 400 020 8





(ix) Low claim ratio discount (Bonus): Low claim ratio discount at the following scale will be allowed on the total premium at renewal only depending upon the incurred claims ratio for the entire group insured under this **Policy** for the preceding 3 completed years including the year immediately preceding the date of renewal. In case this **Policy** has not been in force for 3 completed years, such shorter period of completed years including the year immediately preceding the date of renewal will be taken into account.

Incurred Claims ratio under Discount (%)		
Not exceeding 60%	5	
Not exceeding 50%	15	
Not exceeding 40%	25	
Not exceeding 30%	35	
Not exceeding 25%	40	

(x) High claim ratio loading (Malus): The total premium payable at renewal of this Policy will be loaded at the following scale depending upon the incurred claims ratio for the entire group insured under this Policy for the preceding 3 completed years including the year immediately preceding the date of renewal. In case this Policy has not been in force for 3 completed years, such shorter period of completed years including the year immediately preceding the date of renewal will be taken into account.

Incurred Claims ratio under the	policy Loading (%)
Between 70% and 100%	25
Between 101% and 125%	55
Between 126% and 150%	90
Between 151% and 175%	120
Between 176% and 200%	150
Over 200%	Cover to be reviewed

Note:

a) Low claim ratio discount (Bonus) or High claim ratio loading (Malus) will be applicable to the premium at renewal of the **Policy** depending on the incurred claims ratio for the entire group insured.

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638.3699 "care@hdfcergo.com www.hdfcergo.com Registered Office: Ramon House, H. T. Parekli Marg, 169, Backbay Reclamation, Mumbor 400 020. 9



- b) Incurred claim would mean claims paid plus claims outstanding in respect of the entire group insured under the **Policy** during the relevant period.
- (xi) **Short Period Scale:** In case of policies where policy period is less than 12 months then following short period scales are applicable.

Short Period Scale		
Days Upto	Percentage (%)	
7	10	
30	25	
60	35	
90	50	
120	60	
180	75	
240	85	
Exceeding 240	100	

Long term policy:

This policy may be issued upto a maximum 5 years at one go and suitable discounting may be done for the increased tenure. In case of mid term cancellation of long term policy either by **Policyholder** or **Insurer**, premium only for the unexpired complete calendar years would be refunded.

GENERAL CONDITIONS

- Due observance and fulfilment of terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the Policyholder or a person covered under the Policy be a condition precedent to any liability of the Company under this Policy.
- 2. The **Policy**, the **Schedule**, the **Proposal Form**, riders, endorsements and any memorandum shall constitute the complete contract of insurance. No change or alteration in this **Policy** shall be valid or effective unless approved in writing by the **Company**, which approval shall be evidenced by an endorsement / extension on the policy.

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638 3699 care@hdfcergo.com www.hdfcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Mumbai 900023, 10





- 3. Upon the happening of any event which may give rise to a claim under this **Policy**, the claimant under the **Policy** shall forthwith give notice thereof to the **Company**. Unless reasonable cause is shown, the claimant under the policy should within one calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.
- 4. Notices: Every notice, communication or intimation required or contemplated under this Policy to be given by the person covered under the Policy or anyone on his behalf in respect of any claim or matter arising under or out of this Policy shall be in writing and addressed to the Company's office through which this insurance is effected or the Company's corporate office currently located at

6th floor Leela Business Park, Andheri Kurla Road Andheri (E) Mumbai 400059

unless otherwise directed by the **Company** in writing. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, persons covered under the policy and other details as may be necessary.

5. THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE POLICY HOLDER, PERSON INSURED UNDER THE POLICY OR A BENEFICIARY UNDER THIS POLICY IF HE IS DIFFERENT FROM THE PERSON INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT BE FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE POLICYHOLDER, PERSON INSURED UNDER THE POLICY, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE POLICYHOLDER, PERSON INSURED, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY STAND FORFEITED.

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22,659 6599 Care Profeergo.com www.hdfcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Mumbai 400,020.



- 6. The Company shall not be liable to make any payment under this policy in respect of any claim, if such claim be, in any manner fraudulent or supported by any fraudulent statement or devise, whether by the persons covered under the policy or by any person on their behalf.
- 7. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any representative of the Company shall be allowed to examine the persons covered under the policy on the occasion of the alleged injury, disease or disablement whenever and as often as the same may reasonably be required on behalf of the Company and in the event of death to conduct a post mortem examination of the persons covered under the policy and such evidence as required by the Company from time to time shall be furnished within the period of 14 days after demand in writing. Provided that in the case of a claim by death or permanent total disablement under Section I, all sums will be payable only on the delivery of this policy and certificate of insurance appropriately cancelled and discharged.
- 8. The Company will settle the claim within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that we decide to reject a claim made under this policy, we shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, In case of delay of payment the Company will comply with the provisions of Protection of Policyholders' Interest Regulations 2002.
- 9. Cancellation: The Company may cancel this policy by sending the policy holder thirty (30) days notice by registered letter at the policy holder's last known address and in such event the Company shall refund to the Policyholder a pro-rata premium for the unexpired Period of Insurance. The Company shall, however, remain liable for any claim, which arose prior to the date of cancellation. The Policyholder may at any time cancel the policy and in such event the Company shall allow refund of premium at Company's short period rate only provided no claim has occurred up to the date of cancellation.

Period On Risk	Rate Of Premium To Be Charged
Upto One Month	1/4 of the annual rate
Upto Three Months	1/2 of the annual rate
Upto Six Months	3/4 of the annual rate
Exceeding Six Months	Full annual rate

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638 7659 Icae@hdicergo.com www.hdicergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Mumbar 90 020.



For long term polices, the following rates would apply:-

Refund Table – For Long Term Policies				
Policy Period	1 2	3	4	5
Year Of Cancellations		% Re	turn Premium	
1	50	% 67%	75%	80%
2		33%	50%	60%
3			25%	40%
4				20%

The Company reserves the right to cancel the policy on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured.

10. Arbitration: 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 **Beneficiary** 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 **Beneficiary** 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 provide, 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.

- 11. This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in any dispute arising hereunder.
- 12. It is also hereby further expressly agreed and declared that if the **Company** shall disclaim liability to any person covered under the **Policy** for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made subject of the suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 22 6638-3699-care@hdfcergo.com www.hdfcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Murger 400 022 13





- 13. Either the Policyholder and/or any Beneficiary shall at their 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 the Company 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 the Company are, or would become entitled upon the Company making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Neither the Policyholder and/or any Beneficiary shall prejudice these subrogation rights in any manner and shall at their own expense provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery the Company makes pursuant to this clause shall first be applied to the amounts paid or payable by the Company under this Policy and Our costs and expenses of effecting a recovery, where after, We shall pay any balance remaining to the Insured Persons/policyholder.
- 14. Renewal: 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. The Company, however, shall not be bound to give notice that policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this Policy shall automatically terminate at the expiry of the period for which premium has already been paid.
- 15. Where Proposal Forms are not received, information obtained from the Policyholder or Beneficiary whether orally or otherwise is captured in the policy document. The Policyholder or Beneficiary shall point out to the Company, discrepancies, if any, in the information contained in the policy document or certificate of insurance, as applicable, within 15 days from policy / certificate issue date after which information contained in the policy or certificate of insurance shall be deemed to have been accepted as correct.

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 / 1800-226-226 / 1800-2700-700
Fax	: 022 - 66383699
Courier	: Any of our Branch office or corporate office

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

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 27 659 3699 street difference on www.hdtcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Mumbai 400 050.



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

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

In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

The Compliance Officer, 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri, Mumbai - 400059

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

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

Jurisdiction	Office Address	
Delhi, Rajasthan	2/2 A, 1 st Floor, Universal Insurance Bidg., Asaf Ali Road, NEW DELHI – 110 002	
West Bengal, Bihar	29, N. S. Road, 3rd 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,	

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax 91 14668 7599 care@hdfcergo.com Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation: Mumbai 400 020.

MUMBA



	Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1 st Floor, Moin Court, LaneOpp.SaleemFunctionPalace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2 nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerla, Karnataka	2 nd 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 th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1 st 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, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION

6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai 400 059. Toll-free No. 1800-2-700-700 Fax: 91 2006 31 3669 care@hdfcergo.com www.hdtcergo.com Registered Office: Ramon House, H. T. Parekh Marg. 169, Backbay Reclamation, Aumbai 400 020 16

and the second second

172

MUNIO

1. S. S.