

Kisan Sarva Suraksha Kawach

Policy Wording



HDFC ERGO General Insurance Company Limited (We/ Us/ Our), having received a Proposal and the premium from the Insured named in the Schedule (You/ your), by this Policy agree, that on proof to the satisfaction of the compensation having become payable as set out in the Schedule to You upon happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured / Limit of Liability/ appropriate benefit will be paid by Us.

A. General Exclusions

We shall not be liable in respect of:

1. Loss, damage, liability or expenses whether directly occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, 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 herewith.
2. Loss or damage caused by wear and tear.
3. Consequential loss of any kind or description.
4. Loss or damage due to contractual liability of any kind
5. Loss or damage caused by or arising out of your willful act or willful gross negligence or your representative.
6. (a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material and other similar weapons of mass destruction.
b) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. Combustion shall include any self-sustaining process of nuclear fission.
7. Loss, destruction or damage caused to the Property insured by pollution or contamination excluding
 - a. Pollution or contamination which itself results from a peril hereby insured against.
 - b. any peril hereby insured against which itself results from pollution or contaminationIn any action, suit or other proceedings where We allege that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

B. Definitions

1. **Building** means structure (above Plinth and foundation excluding land) including connected utilities, sanitary fittings, therein belonging to You or which You are accountable.
2. **Contents** mean Your household items (excluding jewellery and valuables) including items for which You are accountable.
3. **Agricultural items** include stock of farm produce (grain and/or seeds of all kinds) under storage and agricultural implements belonging to You.
4. **Pumpset** means a submersible or non-submersible pump of horsepower rating not exceeding 25 HP, it's driving unit, pump, switches, wiring and starter.
5. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
6. **Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
7. **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.
8. **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 approved.
9. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
10. **Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - **Internal Congenital Anomaly** which is not in the visible and accessible parts of the body.
 - **External Congenital Anomaly** which is in the visible and accessible parts of the body.
11. **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

- 12. Co-payment** is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible costs. A co-payment does not reduce the sum insured.
- 13. Cumulative Bonus** shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.
- 14. Hospitalization** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.
- 15. Day Care Centre** - A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under—
- i. --has qualified nursing staff under its employment;
 - ii. --has qualified medical practitioner/s in charge;
 - iii. --has a 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.
- 16. Day Care Treatment** - Day care treatment refers to medical treatment, and/or surgical procedure which is:
- Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
 - Which would have otherwise required a hospitalization of more than 24 hours.
- Treatment normally taken on an out-patient basis is not included in the scope of this definition
- 17. Deductible** means an amount stated in the Schedule as a percentage, or a fixed amount, which will be deducted from the **Compensation** for a specific benefit, or a period of time for which the **Company** will not pay any benefit. A deductible is a cost-sharing requirement under a insurance policy that provides that the Insurer will not be liable for a specified rupee amount or percentage, of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.
- 18. Dental Treatment** is a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
- 19. Dependent Children** refers to children (natural or legally adopted), who are financially dependent on the primary insured or Proposer and does not have his / her independent sources of income.
- 20. Disclosure of Information Norm** - The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, misdescription or non-disclosure of any material fact.
- 21. Domiciliary hospitalization** means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while 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
 - the patient takes treatment at home on account of non availability of room in a hospital.
- 22. Emergency care** means management for a severe 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.
- 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.
- 24. Hospital/Nursing Homes** 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 qualified nursing staff under its employment round the clock;
 - has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - 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 makes these accessible to the insurance company's authorized personnel.
- 25. Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- a) **Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics—it needs ongoing or long-term

monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.

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

27. 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.

28. Intensive Care Unit - Intensive care unit means an identified section, ward or wing o f a hospital which is under the constant supervision o f a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment o f patients who are in a critical condition, or require life support facilities and where the level o f care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

29. Maternity expenses shall include - (a). Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).(b). Expenses towards lawful medical termination of pregnancy during the policy period.

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

31. Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

32. Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part o f a stay in hospital which

- is required for the medical management o f the illness or injury suffered by the insured;
- must not exceed the level o f 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.

33. Medical Practitioner - is 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.

The term MEDICAL PRACTITIONER includes qualified physicians, specialists and surgeons other than:

- a) an INSURED PERSON under this policy;
- b) an INSURED PERSON'S employer or business partner;
- c) an employee of the POLICYHOLDER; or
- d) an IMMEDIATE FAMILY MEMBER of the INSURED PERSON. For purposes of this definition only, the term IMMEDIATE FAMILY MEMBER shall not be limited to natural persons resident in the same country as the INSURED PERSON. 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.

34. Network Provider means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

35. Newborn baby means baby born during the Policy Period and is aged between 1 day and 90 days, both days inclusive.

36. Non-Network Any hospital, day care centre or other provider that is not part o f the network.

37. Notification of claim is the process o f notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

38. OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice o f a Medical Practitioner. The Insured is not admitted as a day care or in-patient

39. Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another

40. Post-hospitalization Medical Expenses - Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:

- Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
- The inpatient hospitalization claim for such hospitalization is admissible by the insurance company.

41. Pre-Existing Disease - 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 to prior to the first policy issued by the insurer.

42. Pre-hospitalization Medical Expenses - 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

The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

43. **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

44. **Reasonable and Customary Charges'** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.

45. **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.

46. **Room rent** Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

47. **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.

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

49. **Unproven/Experimental treatment** - Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

C. General Conditions

1) **Notices:** Any notice, direction or instruction given under this Insured shall be in writing and delivered by hand, post, or facsimile to:

In case of the Insured, at the address specified in the Schedule. In case of the Company at:

HDFC ERGO General Insurance Company Limited

1st Floor, HUL House, H.T. Parekh Marg,

165-166 Backbay Reclamation,

Churchgate, Mumbai- 400020

Tel.: 91 22 66383600. Fax: 91 22 66383699

Such notices shall be effective on the date of receipt.

2) **Duty of Disclosure:** This Policy shall be void and all premiums paid hereon shall be forfeited by Us in the event of misrepresentation, mis-description or nondisclosure of

any material particular.

3) **Reasonable Care:** You shall take all reasonable steps to safeguard the property insured against any loss or damage and shall comply with all statutory or other regulations.

4) 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.

5) **Cancellation:** Insured may cancel this Policy at any time by sending fifteen (15) days notice in writing to the Company or by returning the Policy and stating when thereafter cancellation is to take effect

In the event of such cancellation the Company shall retain premium for the period that this Policy has been in force calculated and refund the pro-rata proportion of the premium corresponding to the unexpired period of insurance. However, there will be no refund of premium if you have made a claim, or you are entitled to make any claim under this Policy.

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

6) **Claim Procedure:** Subject to specific requirements stipulated in different Sections of this Policy You shall, upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy:

a) Give immediate notice thereof to Us and shall within thirty (30) days thereafter furnish to Us at his own expense details of the amount of loss, damage or claim together with such particulars and evidence to substantiate the same as We may require.

b) Lodge complain with Police in event of Burglary, Housebreaking, Accident or other occurrences as may be offences under any provisions of law.

c) In the event of death giving rise to or likely to give rise to a claim under this Policy, notice of such death shall be given to us forthwith. The Post Mortem and all certificates, information and evidence required by Us shall be furnished at Your expenses or Your legal representatives and shall be in such form and of such nature as we may prescribe.

Provided that the receipt of any intimation, document or particulars by Us shall not amount to admission of liability unless so expressly communicated in writing.

7) **Fraud:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by You or any one acting on your behalf to obtain any benefit under this Policy all benefits under the Policy shall be forfeited.

8) Arbitration: 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 thereto or if they cannot agree upon a single arbitrator 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 each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as herein before provided, if We have disputed or not accepted 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 arbitrator shall be first obtained.

9) Observance of the Terms and Conditions: The due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by you shall be a condition precedent to any liability of Us to make any payment under this Policy.

10) Law and Jurisdiction: It is hereby declared and agreed that this contract of insurance and all claims there under shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only

11) Interest: The Company will comply with the provisions of Protection of Policyholders' Interest Regulations 2002.

12) Portability: Any Insured Person in the policy has the option to migrate to any suitable individual 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 break as per portability guidelines.

13) 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 amount 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 claim 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 Policy and for group policies.

14) Renewal: This policy shall ordinarily be renewable for life only by mutual consent except for grounds such as mis-

representation, fraud, moral hazard or non co-operation by the Insured and subject to payment in advance of the total premium at the rate in force at the time of renewal and subject to the policy is renewed within the Grace period of 30 days from date of Expiry. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid

D. BASIS OF INDEMNITY:

In the event of an admissible claim under respective section, Section 1, 2 and 4 of the Policy are subject to following provisions:

- a. In case where damage to insured property can be repaired, We will pay expenses necessarily incurred to restore the damaged property to its former state of serviceability. However, if the cost of such repairs equals or exceeds the Sum Insured, the claim will be settled on the basis set out in (b) below;
- b. In case of total loss claims i.e. claims equal to or exceeding the Sum Insured, Our maximum liability will not exceed the sum insured specified in the schedule
- c. We will make payment under sub-clauses (a) and (b) above only after being satisfied by production of necessary bills and documents that repairs have been carried out or replacements have been effected, as the case may be.
- d. Coverage under this section is on first loss basis. Our liability shall be limited to the amount of sum insured specified in the schedule hereto

SECTION 1: PROPERTY DAMAGE INSURANCE

Scope of Cover

We will indemnify You in respect of loss or damage to the building, contents including agriculture items in the insured premises specified in the schedule against:

1. Fire
2. Lightning
3. Explosion/Implosion Excluding loss, destruction or damage caused by centrifugal forces.
4. Aircraft Damage - Loss, Destruction or damage caused by aircraft, other aerial or space devices and articles dropped there from.
5. Riot, Strike and Malicious Damage - Loss of or visible physical damage or destruction by external violent means directly caused to the Property insured
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. Impact Damage - Loss of or visible physical damage or destruction caused to the Property insured due to impact

- by any rail/ road vehicle or animal by direct contact.
8. Subsidence and Landslide including Rock slide
 9. Bursting and/or Overflowing of Water Tanks, Apparatus and Pipes
 10. Missile Testing operations
 11. Bush Fire including loss, destruction or damage caused by forest fire
 12. Earthquake – fire & shock
 13. Burglary, Housebreaking including theft

Exclusions

1. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
2. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
3. Loss or damage by Burglary and/or Housebreaking or Theft where any member of your family or in your employment is concerned as Principal or accessory.
4. Loss of or damage to livestock, motor vehicle and pedal cycles.
5. Loss or damage which is recoverable under any other section of this policy
6. Losses discovered during any process of stock taking or inventory reconciliation.
7. Loss of money and/or other property abstracted from a safe following the use of the key to the said safe or any duplicate thereof belonging to You, unless such key has been obtained by assault or violence or any threat thereof.

SECTION 2: AGRICULTURE PUMPSET INSURANCE

Scope of Cover

This section provides cover against unforeseen and sudden loss or physical damage caused to the Pumpset specified in the Schedule solely and directly due to any of the perils stated hereunder, occurring whilst at the premises and during the period specified in the Schedule.

Perils:

1. Fire & Lightning
2. Burglary
3. Mechanical/ Electrical breakdown
4. Riot, Strike or Malicious damage
5. Flood, earthquake and other convulsions of nature

Exclusions

We shall not be liable in respect of:

1. Normal wear and tear, gradually developing defects, flaws, cracks, fractures or fatigue, gradual deterioration due to atmospheric conditions or otherwise, caused by normal use or exposure.
2. Loss or damage resulting from over load experiments or tests requiring the imposition of abnormal conditions.
3. Loss, damage and/or liability due to faults existing at the time of commencement of this insurance and known to You or your representatives.
4. Loss or damage for which the manufacturer or supplier of the Pumpset is responsible either by law or under contract.
5. Loss by reason of use of the Pumpset or any other consequential loss of any nature whatsoever incurred or suffered by You.
6. The cost of dismantling, transportation to the repair shop and back to your premises, and the cost of re-erection arising out of any damage to the Pumpset.

SECTION 3: PERSONAL ACCIDENT INSURANCE

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 We 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 us.
- 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.

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 We agree 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 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**.

TABLE OF BENEFITS – TABLE (A)

S. No	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 Limbs	100%
4	Permanent Total Loss of Sight in both eyes	100%
5	Permanent Total Loss of Sight of one eye and one Limb	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 Daily Activities 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%

Exclusions:

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

- 1) for **Bodily Injury** occasioned by **Civil War or Foreign War**.
 - 2) for **Bodily Injury** caused or provoked intentionally by the **Insured Person**.
 - 3) for **Bodily Injury** due to willful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereof, or arising out of non-adherence to **Medical Advice**.
 - 4) for **Bodily Injury** 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 utilization of a motorized 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** resulting from pregnancy within twenty-six (26) weeks of the expected date of birth.
 - 12) for **Bodily Injury** 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** was not caused by or did not arise through AIDS or HIV.
 - 13) for **Bodily Injury** 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 labor 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 centers, centers 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, hand gliding, 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**.

SECTION 4 : ANIMAL DRIVEN CART INSURANCE

Scope of Cover

We will indemnify You against loss of or damage to the Cart and /or its accessories whilst thereon (mentioned in the schedule) caused

1. by accidental external means,
2. by Fire, external explosion, Lightning, Flood & other convulsions of nature,
3. Burglary, House breaking or Theft,
4. by Riot & Strike , Malicious act
5. whilst in transit by road, rail, inland waterway,

Exclusions

Subject to deduction of depreciation in respect of parts replaced considering the age of such parts We shall not be liable to make any payment in respect of:

1. damage to hard or pneumatic rubber tyres whenever fitted unless the cart is damaged at the same time, when the liability of Us shall be limited to Fifty percent (50%) of sum insured towards the cost of replacement
2. loss of or damage to accessories by burglary, house breaking or theft unless the cart is also stolen at the same time
3. Any accident, loss, damage and/or liability caused, sustained or incurred after any variation in or termination of your interest in the cart
4. Whilst You or any other person driving the cart with your consent is under the influence of intoxicating liquor or drug and in the event of any claims hereunder You shall prove that the accident, loss, damage and/ or liability arose independently of and was in no way connected with or occasioned by or contributed to

by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim

GRIEVANCE REDRESSAL PROCEDURE

- i. If You/ Policy Holder have a grievance that You/ Policy Holder wish Us to redress, You/ Policy Holder may contact Us with the details of grievance as given below:

- ii. In case of any grievance the insured person may contact the company through:

Website: www.hdfcergo.com

Customer Service Number: 022 6234 6234 / 0120 6234 6234

Contact Details for Senior Citizen: 022 6234 6234 / 0120 6234 6234

E-mail: care@hdfcergo.com

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at cgo@hdfcergo.com

For updated details of grievance officer, kindly refer the link: <https://www.hdfcergo.com/customer-voice/grievances>

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contact us at	022 6234 6234 / 0120 6234 6234	NA	NA
Contact details for Senior Citizen	022 6234 6234 / 0120 6234 6234	NA	NA
Write to us at	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai-400078	The Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai-400078

- iii. If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

- iv. Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

List of Ombudsman

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annex, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Naval Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonhabdara, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santk- abirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Gazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshe- har, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjah- anpur, Hapur, Shamli, Rampur, Kashgarji, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.