

## Home Credit Assure Package Insurance Policy Wording

### **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, the **Company** agrees subject to:

1. any proposal or other information supplied by or on behalf of the Insured Person:
  - a) disclosing all facts and circumstances known to the Insured Person that are material to the assessment of the risks insured hereby, and
  - b) forming the basis of this insurance, and
2. the Insured having paid and the Company having received the premium on or before the due date thereof

to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

### **Section A. GENERAL DEFINITIONS APPLICABLE**

For the purposes of this Policy, the following words shall have the meanings as set forth below:

#### **I. Standard General Definitions**

- Def 1. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means
- Def 2. **Deductible or Excess** means a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.
- Def 3. **Medical Practitioner/Doctor** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Medical Practitioner who is sharing the same residence with the Insured person's and is a member of Insured Person's family are not considered as Medical Practitioner under the scope of this Policy.
- Def 4. **Illness/ Illnesses**means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment
  - (a) Acute condition - Acute condition is a disease, **Illness** or **Injury** that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ **Illness/ Injury** which leads to full recovery

- (b) Chronic condition - A chronic condition is defined as a disease, **Illness**, or **Injury** that has one or more of the following characteristics:
1. it needs on-going or long-term monitoring through consultations, examinations, check-ups, and /or tests
  2. it needs on-going or long-term control or relief of symptoms
  3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
  4. it continues indefinitely
  5. it recurs or is likely to recur
- Def 5. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- Def 6. **Portability** means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credits gained for, pre-existing diseases and specific waiting periods from one insurer to another insurer.
- Def 7. **Pre-existing disease** means any condition, ailment, injury or disease:
- i. that is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or
  - ii. for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.
- Def 8. **Adventurous/Hazardous Sports** means any sport or activity involving physical exertion and skill in which an **Insured Person** participates or competes for entertainment or as part of his Profession whether he / she is trained or not.

## II. Specific Definitions

- Def 1. **Bank** means a bank or any financial institution
- Def 2. **Bank Rate** means the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due.
- Def 3. **Beneficiary:** In case of death of the Insured Person, the Beneficiary means, unless stipulated otherwise by the Insured Person, the surviving Spouse or immediate blood relative of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted followed by the Insured Person's legal heirs. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
- Def 4. **Building** means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings there in belonging to the Insured and for which he is accountable.
- Def 5. **Your Home Building** means a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause A(2) of this Policy.
- Def 6. **Burglary** means any theft following upon actual forcible and violent visible entry or / and unauthorized entry to or exit from the Insured Premises with the intent to steal Home Contents there from.

Def 7. **Carpet Area** means

- for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;
- for any enclosed structure on the same site, it is the net usable floor area of such structure; and
- for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.

Def 8. **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, and the consequences of Martial law.Def 9. **Commencement Date** means the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.Def 10. **Company** means HDFC ERGO General Insurance Company Limited.Def 11. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.Def 12. **Confirmation** means Confirmation of Availability of Insurance issued by the Company to the insured confirming that the Insured is entitled to insurance coverage under this Policy.Def 13. **Contents** means the household goods and other personal possessions owned by the Insured or his/her Family or for which they are responsible located inside the Insured Premises such as electronic equipment, household appliances, and goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations. Personal effects such as clothes and other articles of personal nature to be worn used or carried but excluding money but may include jewelry and valuables.Def 14. **Cost of Construction**

The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows:

- **For residential structure of Your Home including Fittings and Fixtures:** Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.
- **For additional structures :** the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.

Def 15. **Dependent Child** means an unmarried dependent child ordinarily residing with the Insured Person between the ages of three (3) months and up to and including the age of twenty one (21) years, or up to and including the age of twenty - three (23) years if in full time education at an accredited tertiary institution at the time of the

Date of Loss, including legally adopted and step-children, of an Insured Person or the Spouse of an Insured Person.

- Def 16. **Dwelling** means insured's private residence as stated in the schedule, which is used, is occupied mainly for domestic purposes by the insured and/or insured family and/or insured's domestic staff whether owned by the insured or insured's family otherwise.
- Def 17. **Endorsement** A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
- Def 18. **General Contents** are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
- Def 19. **Home Contents** Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
- Def 20. **Material Facts** means all relevant information sought by the Company in the Proposal Form and other connected documents to enable it to take informed decision in the context of underwriting the risk
- Def 21. **EMI or EMI Amount**<sup>1</sup>means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
- Def 22. **Financial Institution** shall have the same meaning assigned to the term as per Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934
- Def 23. **Fees** mean only "tuition fees" payable only on **reimbursement basis (on production of original fee receipt)**, upto the amount stated in the Policy schedule, **the limit being for 24 months** to the surviving Dependent Child of the Insured Person who must be in full time education at an accredited educational institution, **and only upto 2 children are eligible. This would be a one time payment.**
- Def 24. **Insured Event** means any event specifically mentioned as covered under this Policy.
- Def 25. **Insured Premises** means the premises specified in the Schedule where the Insured resides so long as the use of the same is restricted to solely domestic purposes.

<sup>1</sup>EMI refers to the EMI or Pre EMI on the loan or the Sum Insured, whichever is lower, on the date of the Insured Event.

- Def 26. **Insured Property** Your Home Building and Home Contents, or any item of property covered by this Policy.
- Def 27. **Jewelry** means articles of precious stones, gold, silver or other precious metals specified as such in the Schedule.
- Def 28. **Kutcha Construction** Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
- Def 29. **Pucca Construction** Construction other than Kutcha Construction.
- Def 30. **Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in section 1 of this policy
- Def 31. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured. For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.
- Def 32. **Policy Period** means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in this Policy, whichever is earlier.
- Def 33. **Period of Insurance** means the period between the Coverage Commencement Date and the Expiry Date specified in the **Policy Schedule/Certificate of Insurance under the Policy with the Company** under which Insured Person is covered.
- Def 34. **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:
- continues for a period of twelve (12) consecutive months, and
  - is confirmed as total, continuous and permanent by a **Physician** after the twelve (12) consecutive months, and
  - entirely prevents an **Insured Person** from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- Def 35. **Physical Separation** means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.
- Def 36. **Physician** means a person currently legally licensed and registered to practice medicine in the jurisdiction of loss, other than
- An **Insured Person** under this Policy;
  - An **Immediate Family** of the Insured Person. For purposes of this definition only, the term **Immediate Family Member** shall not be limited to natural persons resident in the same country as the Insured Person.

Def 37. **Policy** means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy

Def 38. **Policyholder** means the entity or person named as such in the Schedule

Def 39. **Premium** The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.

Def 40. **Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.

Def 41. **Principal Outstanding** means the principal amount of the Loan outstanding as on the date of occurrence of Insured Event less the portion of principal component included in the EMIs payable but not paid from the date of the loan agreement till the date of the Insured Event/s. For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the Bank prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

Def 42. **Reinstatement Value** means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.

Def 43. **Schedule** The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover.

#### Def 44. **Specific Definitions for all Table B 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**

Def 45. **Spouse** Your wife or husband

Def 46. **Sum Insured** means and denotes the amount of cover available to the Insured in the subject to the terms and conditions of this Policy and as stated in the Table of Benefits of Part of section 1 of the Schedule which is the maximum liability of the Company under this Policy.

Def 47. **Scheduled Airline** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air

carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier and is flown by authorized licensed pilot.

Def 48. **Total Loss** A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.

Def 49. **Terrorism** means activities against persons, organizations or property of any nature:

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

Def 50. **Valuables** means: Jewelry Watches, clocks, photographic equipment, binoculars, telescopes, musical instruments, mobile telephone handsets, digital diaries, electronic calculators, palmtops.

Def 51. **Valuable Contents** of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.

Def 52. **War** means war, whether declared or not or any warlike activities, including use of the military force by any sovereign nations to achieve economic, geographic, nationalistic, political racial religious or other ends.

Def 53. **We/Us/Our/Insurer/Company**The HDFC ERGO General Insurance Company that has provided Insurance Cover under this Policy; of the Company.

Def 54. **You/Your/Insured/Insured Person**The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.

## Section B. Benefits

### SECTION 1

## BUILDINGS AND CONTENTS

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property
1	Fire	caused by burning of Insured Property by order of any Public Authority.
2	Explosion or Implosion	-
3	Lightning	-
4	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by <ul style="list-style-type: none"> <li>a. normal cracking, settlement or bedding down of new structures,</li> <li>b. the settlement or movement of made up ground, coastal or river erosion,</li> <li>c. defective design or workmanship or use of defective materials, or</li> <li>d. demolition, construction, structural alterations or repair of any property, or</li> <li>e. groundworks or excavations.</li> </ul>
7	Bush fire, Forest fire, Jungle fire	-
8	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9	Missile testing operations	-
10	Riot, Strikes, Malicious Damages	caused by <ul style="list-style-type: none"> <li>a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or</li> <li>b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.</li> </ul>

11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12	Bursting or overflowing of water tanks, apparatus and pipes.	-
13	Leakage from automatic sprinkler installations.	<ul style="list-style-type: none"> <li>a. repairs or alterations in Your Home or the building in which Your Home is located,</li> <li>b. repairs, removal or extension of any sprinkler installation, or</li> <li>c. defects in the construction known to You.</li> </ul>
14	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	<p>if it is</p> <ul style="list-style-type: none"> <li>a. of any article or thing outside Your Home, or</li> <li>b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.</li> </ul>

## Clause A : Home Building Cover

### 1. What We cover

We cover physical loss or damage, or destruction of **Your Home Building** because of any Insured Event listed in this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause A (5) (f) this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause A (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

### 2. Your Home Building

- a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof basement (if any) and used as a **dwelling** place.
- b. Your Home Building includes
  - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
    - b) compound walls, fences, gates, retaining walls and internal roads,
    - c) verandah or porch and thelike,

- d) septic tanks, bio-gas plants, fixed water storage units or tanks,
  - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
  - iii. any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Contents of Your Home.

### 3. Use for residence

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
  - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

### 4. Sum Insured

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured: Except as stated in this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

### 5. What We pay

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.

- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what Clause A (5) (c) of this Policy provides for, We will pay You the following expenses:
  - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
  - ii. upto2%oftheclaimamountforreasonablecostsofremovingdebris from the site.

## **6. Loss of Rent and Rent for Alternative Accommodation:**

In addition to what Clause A (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:

- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
- b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
- c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
- d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

## **Clause B Home Contents Cover**

### **1. What We cover:**

We cover the physical loss or damage to or destruction of the **General Contents** of Your Home caused by an Insured Event as listed in this Policy. **Valuable Contents** of Your Home are not covered under this Policy unless You have purchased the optional cover for the **Valuable Contents**.

### **2. Sum Insured:**

- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed /lost completely.
- b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
- c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in Clause C (1) (a) of this Policy.
- f. Restoration of Sum Insured: Except as stated in this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

### **3. What We pay**

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

### **Clause C Additional Covers**

#### **1. Optional Covers:**

- a. **Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):**

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh

(Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home area Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

**b. Personal Accident Cover:**

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

#### **Clause D - General Conditions**

##### **(I) Your Obligations**

###### **1. Make true and full disclosure in the proposal and related documents**

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

###### **2. Obligation to take care : You must:**

- a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
- b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
- c. ensure that unauthorized persons do not occupy Your Home Building.

**3. Inform change in circumstances :** You must inform Us immediately if

- a. You change Your address,
- b. You make any addition, alteration, extension to the structure of Your Home Building,
- c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
- d. You change the use of Your Home Building.

**4. Allow inspection and investigation of claim:**

You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

**5. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

**I. Automatic termination of the Policy**

This coverage under this section will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

- c. **Change of use of Your Home Building or Home Contents:** The

Policy will end

- i. if You change the use of Your Home Building from personal residence to any other purpose, or
- ii. if You use any item of Home Contents for use that is not personal.

- d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

#### e. Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

### **(II) Claims Procedure applicable under this section**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

#### **1. Immediate notice to Us**

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - a. the Policy Number,
  - b. Your name,
  - c. details of report to the police that You made,
  - d. details of report to any Authority that You made,
  - e. details of the Insured Event,
  - f. a brief statement of the loss,
  - g. particulars of any other insurance of Your Home Building or any of Your Home Contents,
  - h. details of loss or damage under any Optional Cover or Add-ons,
  - i. submit photographs of loss or physical damage, wherever possible.

#### **2. Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - a. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - b. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - c. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

### **3. Immediate notice to Authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/explosion / implosion or lightning. In case of subsidence / landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### **4. Submit claim**

- a. Claim Form
  - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made as a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

### **5. Establish loss**

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,

- i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

## 6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

## 7. Other insurance

- a If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d We will ensure that Our actions do not impose any liability on You.

## 8. Recovery action by Us

- a When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - a. without seeking Your consent,
  - b. in Your name, and
  - c. whether or not Your loss has been fully compensated.
- b Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c You can start legal proceedings against any person who has caused the loss

or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

### **Clause E Changes to Covers**

- a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

### **Clause F Waiver of Underinsurance**

Underinsurance does not apply to this section. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

### **Clause G Other Details**

#### **1. Notices**

- a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

#### **2. Nomination for this Policy**

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: [www.hdfcergo.com](http://www.hdfcergo.com).

#### **3. Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

#### **4. Arbitration**

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot

agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### **General Exclusions:**

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or
  - ii. an Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any reduction in market value of any Insured Property after its repair or reinstatement.
11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
12. Costs, fees or expenses for preparing any claim.

## SECTION 2

### BURGLARY AND THEFT

- a) The Company will indemnify the Insured in respect of loss of or damage to Contents from the Insured Premises. The Company's liability is restricted to the extent of 40% of the Sum Insured, caused by actual or attempted Burglary and / or Theft, provided that such Contents are insured against Section 1 of the Policy.
- (b) The Company will further indemnify the Insured in respect of loss of or damage to the Building up to 5% of the Sum Insured in respect of Contents caused during actual or attempted Burglary and or Theft, provided that suchBuilding is insured against Section 1 of the Policy.
- (c) The Company shall not be liable for and no indemnity is available hereunder in respect of loss of or Damage to Valuables, unless specifically stated to the contrary in the attachment to the Schedule.

#### **Special Conditions:**

Jewellery is covered subject to it being kept in locked safe within the household premises and also upto maximum of 20% of the Total Sum Insured under Section 2.

#### **A. Specific Exclusions**

The Company shall not be liable for and no indemnity is available for

1. Any loss or damage caused by burglary and/or housebreaking and/or theft where the Insured or any member of the Insured's family is concerned or involved in such burglary and/or housebreaking and/or theft as principal or accessory.
2. In respect of loss of or damage to jewelry under this Section unless kept inside locked safewhichin the Insured Premises.
3. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.

#### **SUM INSURED**

**Sum insured must represent market value of the property insured which means current replacement value of the item as new at the time of loss or damage less due allowance for betterment, wear & tear and obsolescence**

## **B. Basis of Loss Settlement**

1. Where the Insured Premises and/or Contents can reasonably be prepared or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted Burglary.
2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Burglary

## **SECTION 3 MAJOR MEDICAL ILLNESS & PROCEDURES**

**Insured event:**For the purposes of this Section and the determination of the Company's liability under it, the **Insured Event** in relation to the Insured, shall mean any illness, medical event or surgical procedure as specifically defined below whose signs or symptoms first commence more than 90 days after the commencement of Period of Insurance and shall only include:

**a) First Diagnosis of the below-mentioned Illnesses more specifically described below:**

1. Cancer of Specified Severity;
2. Kidney failure requiring regular dialysis
3. Multiple Sclerosis with persisting symptoms; or
4. Benign Brain Tumor
5. Parkinson's Disease
6. Alzheimer's Disease
7. End Stage Liver Disease

**b) Undergoing for the first time of the following surgical procedures, more specifically described below:**

1. Major Organ Transplant;
2. Heart Valve Replacement;
3. Coronary Artery Bypass Graft;
4. Surgery of Aorta;

**c) Occurrence for the first time of the following medical events more specifically described below:**

1. Stroke resulting in permanent symptoms;
2. Paralysis;
3. Myocardial Infarction;
4. Third Degree Burns;
5. Loss of Speech;
6. Deafness
7. Coma

The Insured Event under this Section 3 and the conditions applicable to the same are more particularly defined below:

### **Cancer of specified severity:**

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

The following are excluded:

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

### **Myocardial Infarction (First Heart Attack -of Specified Severity):**

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

**Open Chest CABG:**

- I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy(cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- II. The following are excluded:
  - a. Angioplasty and/or any other intra-arterial procedures

**Stroke resulting in Permanent symptoms:**

- I. Any cerebrovascular incident producing permanent neurological sequelae.
  - a. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source.
  - b. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II. The following are excluded:
  - a. Transient ischemic attacks (TIA)
  - b. Traumatic injury of the brain
  - c. Vascular disease affecting only the eye or optic nerve or vestibular functions.

**Permanent Paralysis of Limbs:**

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

**Kidney Failure Requiring Regular Dialysis:**

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

**Major Organ/Bone Marrow Transplant:**

The actual undergoing of a transplant of:

- a. One of the following human organs: lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ,
- b. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

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

**Multiple Sclerosis with persistent symptoms:**

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- a. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- b. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

**II. Neurological damage due to SLE is excluded.**

**Open Heart Replacement or Repair of Heart Valves:**

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

**Benign Brain Tumor**

- I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
  - i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
  - ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

**III. The following conditions are excluded:**

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

**Parkinson's disease**

The occurrence of Parkinson's Disease where there is an associated Neurological Deficit that results in Permanent Inability to perform independently atleast three of the activities of daily living as defined below

- i. Transfer: Getting in and out of bed without requiring external physical assistance
- ii. Mobility: The ability to move from one room to another without requiring any external physical assistance
- iii. Dressing: Putting on and taking of all necessary items of clothing without requiring any external physical assistance
- iv. Bathing/Washing: The ability to wash in the bath or shower (including getting in and out of the bath or shower) or wash by other means
- v. Eating: All tasks of getting food into the body once it has been prepared

Parkinson's disease secondary to drug and/or alcohol abuse is excluded

### **End Stage Liver Failure**

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

### **Surgery of Aorta**

The actual undergoing of medically necessary surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Traumatic injury of the aorta is excluded

### **Alzheimer's disease**

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

### **Third Degree Burns**

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

### **Loss of Speech**

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

### **Deafness**

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of Page 19 of 92 hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

### **Coma of Specified Severity**

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

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

II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

### **A.BENEFIT PAYABLE UNDER SECTION 3**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in this Policy, to pay the Sum Insured in relation to the Insured as stated against Section 3 under the Schedule on the occurrence of an Insured Event as stated above, under this Section.

### **B.SPECIFIC CONDITIONS APPLICABLE TO SECTION 3**

The cover under this Policy, for the specific Insured, shall terminate in the event of claim in respect of such insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy.

### **C.EXCLUSIONS APPLICABLE TO SECTION 3**

The Company shall not be liable to make any payment arising out of the following events:

1. A waiting period of 36 months shall apply for all **Pre-existing Diseases** Conditions declared and/or accepted at the time of first enrolment of Coverage under this Section. In case of enhancement of **Sum Insured** the exclusion shall apply afresh to the extent of **Sum Insured** increase.
2. If the Insured does not submit a medical certificate from the Medical Practitioner evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical / surgical procedure.
3. The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within the first 90 days of the commencement of the Period of Insurance.
4. External congenital Illness or condition.
5. Any medical procedure or treatment, which is not medically necessary or not performed by a Medical Practitioner.

6. Congenital External Anomalies or any complications or conditions arising there from including any developmental conditions of the Insured
7. Birth control procedures and hormone replacement therapy.
8. Any treatment/surgery for change of sex or any cosmetic surgery or treatment/surgery /complications/illness arising as a consequence thereof.

#### **D CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION 3**

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated to the Company within thirty (30) days date of first diagnosis of the Illness, date of surgical procedure or date of occurrence of the medial event as the case may be and the Insured shall arrange for submission of the following documents to the Company:

1. Certificate from the attending Doctor of the Insured confirming, inter alia,
  - a. Name of the Insured;
  - b. Name, date of occurrence and medical details of the Insured Event
  - c. Confirmation that the Insured Event does not relate to any Pre-Existing Illness or any Illness or Injury which existed within the first 3 months of commencement of Period of Insurance.
2. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
3. Duly completed claim forms;
4. Original Discharge Certificate/ Card from the hospital/ Doctor;
5. Original investigation test reports, indoor case papers.;
6. Any other document as necessarily as may be required by the Company.

#### **SECTION 4 PERSONAL ACCIDENT**

**Insured event:**For the purposes of this Section and the determination of the Company's liability under it, **Insured Event** in relation to the Insured, shall mean Injury sustained during the Policy Period which shall within twelve months of its occurrence be the sole and direct cause of **a) death or b) Permanent Total Disablement** (more specifically defined herein below). For the purposes of this Section, Permanent Total Disablement shall mean as per the table B below:

**TABLE OF BENEFITS – TABLE (B)**

<b><i>Permanent Total Disablement</i></b>	<b>Compensation Expressed as a Percentage of Sum Insured</b>
1) Permanent Total Loss of two <b>Limbs</b>	100%
2) Permanent Total <b>Loss of Sight</b> in both eyes	100%
3) Permanent Total <b>Loss of Sight</b> of one eye and one <b>Limb</b>	100%
4) Permanent Total <b>Loss of Speech</b>	100%
5) Complete removal of the lower jaw	100%

6) Permanent Total <b>Loss of Mastication</b>	100%
7) Permanent Total <b>Loss of Hearing</b> in both ears	75%
8) Permanent Total Loss of one <b>Limb</b>	50%
9) Permanent Total <b>Loss of Sight</b> of one eye	50%

**Specific Definitions for Table (B)**

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

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

**SPECIFIC CONDITIONS APPLICABLE TO (C) of SECTION 4**

1. To receive benefits under this Section, the Dependent Child must be in full time education at an accredited educational institution.
2. Dependent Child Education Benefit is Payable from Rs 25,000 per child upto maximum of Rs 500,000 for two children on reimbursement basis ie. On production of original tuition fee receipt from the accredited Institution. The Company's liability is limited upto the maximum sum insured under the section. This will help in supporting education for upto a period of upto 24 months depending on the Primary Sum Insured of the Policy under Section 3 of the Policy. Maximum upto two children may be covered

**SPECIFIC EXTENSIONS APPLICABLE TO (C) of SECTION 4**

1. Disappearance: In the event of the disappearance of an Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been traveling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of a benefit under this Section, it is discovered that an Insured Person is still alive; all payments shall be reimbursed in full to the Company.
2. The benefits would be payable as per the table A& B appended below as a one timepayment upon death only.
3. Benefits payable under this Section shall be limited to no more than two (2) Dependent Children.

**TABLE – PLAN OPTIONS****Dependent Child Education Benefit - Plan Options**

No. of Children	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
( Maximum Sum Insured Per Child ) (Rs.)						

One	25,000	50,000	100,000	150,000	200,000	250,000
Two	50,000	100,000	200,000	300,000	400,000	500,000

**TABLE B – OPTIONS PAYABLE BASIS SUM INSURED AMOUNT**

LOAN AMOUNT		OPTION
FROM	TO	
1	500,000	NIL
500,001	1,000,000	1
1,000,001	2,000,000	2
2,000,001	3,000,000	3
3,000,001	4,000,000	4
4,000,001	5,000,000	5
5,000,001	30,000,000	6

**A.BENEFIT PAYABLE UNDER SECTION 4**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay the Sum Insured as stated against Section 4 on occurrence of the Insured Event as stated above under this Section

**B.SPECIAL CONDITIONS APPLICABLE TO SECTION 4**

The cover under this Policy, for the specific Insured, shall terminate in the event of either accidental death claim or permanent total disablement wherein the total sum insured is payable ,in respect of that insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy.

If applicable and if payment has been made under the permanent disablement section, any amounts(s) paid under that section would be deducted from payment of a claim under accidental death section of the policy.

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.

**C.EXCLUSIONS APPLICABLE TO SECTION4**

The Company shall not be liable under this Section for:

1. If the Insured is under influence of any Intoxicating drugs or alcohol before the incident unless prescribed by Medical Practitioner. "However, this exclusion will not apply if the insured's inebriated condition has not contributed to the cause of accident or the insured in inebriated condition had a mere presence at the site of accident without contributing to the cause of accident.

2. Narcotics used by the **Insured Person** unless taken as prescribed by a registered Medical Practitioner
3. Suicide or Intentional Injury leading to death or Permanent Total Disability is not covered.
4. Payment under more than one of the categories specified (Death or Permanent Total Disablement) in the Benefit Payable in respect of the Insured.
5. Payment of compensation in respect of Insured Event which occurs whilst the Insured is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world;
6. Payment of compensation in respect of death, injury or disablement of Insured (a) from engaging in or participation in **Adventure Sports**Payment of compensation in respect of death or Permanent Total Disablement arising from or resulting from any Illness to any Insured
7. No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a Medical Practitioner or from which the Insured suffered or which was present before the commencement of the Policy Period.

#### **D. CLAIM SETTLEMENT APPLICABLE TO SECTION 4**

1. Upon the happening of any Injury giving rise or likely to give rise to a claim under this Policy, the Injury as described above shall be intimated to the Company within seven days from the date of its occurrence.
2. The Insured shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
3. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
4. Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured on the occasion of any alleged Injury when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days.

The Company shall not be liable to pay any claims under this Section 4 unless the claim under the Policy is accompanied by the following documents:

1. Duly completed claim form;
2. Medical Practitioner's Report;
3. First Information Report and Final Police report, wherever necessary;
4. Death certificate, wherever applicable;
5. Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury;
6. Disability certificate from a government certified Doctor or government hospital confirming the extent and nature of disability;
7. Post mortem report, if applicable;
8. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amount, Principal Outstanding, etc.
9. Any other supporting documents as may be required by the Company.

## **SECTION 5 LOSS OF JOB**

**Insured event:** For the purposes of this Section and the determination of the Company's liability under it, **Insured Event** in relation to any Insured, shall mean termination from employment of the Insured during the Policy Period as per the employer's rules/regulations or executed/implemented by the employer in compliance of any laws for the time being in force or any directives by any Public Authority.

### **A.BENEFIT PAYABLE UNDER SECTION 5**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay, on occurrence of the Insured Event as stated above under this Section, in relation to the Insured the EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule I of this Policy) after the commencement of the Insured Event till the reinstatement of employment with the same employer or new employer or expiry of Policy Period, whichever is earlier, subject to a maximum of Sum Insured as stated under Schedule I against Section 5 for the Insured

### **B.SPECIFIC CONDITIONS APPLICABLE TO SECTION 5**

1. A claim under this section shall become admissible provided the period of termination, dismissal, temporary suspension or retrenchment from employment of the Insured shall not be less 30 consecutive days ("Retrenchment Period").
2. The benefit under Section 5 is available only for salaried employees.
3. The cover as described under this Section, for specific Insured, shall terminate in the event one or more claim(s) in respect of that insured becoming admissible and accepted by the Company under this Section and the Company admitting liability to the extent of the Sum Insured as stated against Section 5 for the Insured under Schedule.

### **C.EXCLUSIONS APPLICABLE TO SECTION 5**

1. The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured being attributed to any dishonesty or fraud or poor performance on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured by the employer.
2. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
  - a) Self employed persons;
  - b) Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
  - c) Any voluntary unemployment;
  - d) Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period.
3. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
4. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
5. Any unemployment due to resignation, retirement whether voluntary or otherwise
6. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.

### **D.CLAIM SETTLEMENTS APPLICABLE TO SECTION 5**

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated by the Insured to the Company within thirty (30) days from the date of termination from employment of the Insured or his dismissal, temporary suspension or retrenchment from employment as the case may be and the Insured shall arrange for submission of the following documents to the Company:

1. Duly completed claim form;
2. Certificate if applicable from the Bank stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
3. Certificate from the employer of the insured confirming the termination, dismissal, temporary suspension or retrenchment from employment of the Insured furnishing the date of termination, dismissal, temporary suspension or retrenchment from employment of the Insured with the reasons for the same. In case of temporary suspension the period of suspension should also be mentioned in such certificate.
4. Any other document as may be required by the Company

The Terrorism Inclusion Wording is applicable to Sections 1 & 2 Only.

### **ENDORSEMENT WORDINGS**

#### **A1. Terrorism Inclusion**

It is understood and agreed that the Policy is amended as follows:

(A) The following Insuring Clause is added for Section 2 (Burglary & Theft)

### **INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

### **LOSSES EXCLUDED**

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or

hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;

6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;

7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism

15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

The insurance provided under this endorsement is subject to an excess of 1% of the claim amount for each and every claim subject to a minimum of INR 10,000 and maximum of INR 500,000.

### **ADD ON COVERS**

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower . In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

### **MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

**In witness whereof, the Insurer has caused this Policy to be executed by its authorized officers, but this Policy shall not be valid unless countersigned on the SCHEDULE by a duly authorized representative of the Insurer.**

## Section C. GENERAL EXCLUSIONS APPLICABLE

### I. Specific General Exclusions

No indemnity is available hereunder and no payment will be made by the Company for any claim caused by, based on, arising out of or attributable to any of the following:

- a) **Acts of Terrorism:-** This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above. However the said exclusion will not be applicable to Section 1 i.e. Buildings & Contents.

- b) War, 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 Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not caused by, resulting from or in connection with any war, 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.

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

- c) Caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission
- d) Caused by or contributed to by or arising from nuclear weapon materials.

- e) Arising or resulting from the Insured committing any breach of the law with criminal intent.
- f) The Policy does not cover loss or damage to:
  - i. Cash, money in any form such as drafts, cheques, credit/debit/charge cards, ATM cards, promissory notes, bonds, certificates, negotiable instruments and the like.
  - ii. Drawings, plans, manuscripts, moulds, designs.
  - iii. Contact lenses and dentures.
  - iv. Items of historic, statues, rare books, rare items, , rugs, rare glass and/or porcelain.
  - v. Items those are consumable or perishable in nature.
  - vi. Livestock, domestic pets, domestic animals. Loss or damage caused to or by domestic pets, birds, vermin, insects, rodents or domestic animals shall be excluded.
  - vii. Motor vehicles, pedal cycles.
  - viii. The Policy does not cover any damages occurring to Insured premises located 500 feet before sea / ocean.
- g) The Policy does not cover any loss or damage to Contents while they are located inside the Insured Premises whilst the Insured Premises has remained unoccupied by the Insured / any family member or their representative / authorized person for 30 or more consecutive days unless the Insured notifies the Company in writing and the Company agrees in writing to cover any loss or damage to Contents on certain terms and conditions entirely at the discretion of the Company. However this exclusion stands deleted for Section 1 i.e. Building & Contents
- h) The Policy does not cover loss or damage caused by discharge, seepage, dispersal, migration or release or escape of pollutants or the cost of extracting such pollutants. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant or smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.
- i) The Policy does not cover loss or damage caused by water or water borne material in the ground, or by its pressure, leakage or seepage.
- j) The Policy does not cover any loss or damage to business property.
- k) The Policy does not cover any loss or damage due to gradually operating cause, aging, wear and tear or deterioration, rusting, corrosion, moths, insects, mildew and the like, rust, bacteria, dry or wet rot, or warping, air dampness, water vapour or temperature extremes.
- l) The Policy does not cover any loss or damage due to scratches, dents, cracks, internal misalignment, ingress of moisture and the like unless caused by an accidental external means, inherent vice or latent defect.
- m) The Policy does not cover any loss or damage resulting from intentional acts or gross negligence of the Insured and/or family members. Intentional act is one whose consequences could have been foreseen by a reasonable person.

- n) The Policy does not cover any loss or damage caused by failure of Insured or any family member to use all reasonable means to prevent or limit loss / damage before, at, or after the time of loss or damage.
- o) The Policy does not cover loss or damage on account of failure on the part of Insured and Family members to take reasonable and due care as may be expected of prudent persons.
- p) The Policy does not cover loss or damage caused by or attributable to:
  - i. Breakage or chipping of items of fragile or brittle nature unless it is directly attributable to insured perils.
  - ii. Normal shrinkage, spontaneous combustion.
  - iii. Faulty workmanship, defective design or material
  - iv. Process of cleaning, maintenance, repair or dismantling.
  - v. The Insured Premises undergoing structural alteration, renovation or repair.
  - vi. Atmospheric or climatic conditions.
  - vii. Temporary or permanent dispossession resulting from confiscation, requisition or destruction by order of the Government or any lawfully constituted authority.
  - viii. The Policy does not cover any consequential or indirect loss or damage, which is not the direct result of insured perils, nor does it cover apprehended loss or damage or contractual liability of any kind.
- q) Caused by or contributed to by or arising out of usage, consumption or abuse of alcohol and/or drugs unless prescribed by Medical Practitioner. "However, this exclusion will not apply if the insured's inebriated condition has not contributed to the cause of accident or the insured in inebriated condition had a mere presence at the site of accident without contributing to the cause of accident.
- r) Arising out of or as a result of any act of self-destruction or self inflicted injury, attempted suicide or suicide.
- s) Any consequential loss or expenses arising out of or related to any Insured Event.
- t) Arising out of or resulting due to or as a consequence of pregnancy or treatment traceable to pregnancy and childbirth, abortion and its consequences, tests and treatment relating to infertility and invitro fertilization.
- u) Arising out of or resulting while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.
- v) Arising out of or caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The Policy also excludes loss, damage, cost or expenses of whatsoever nature caused by, resulting from or in connection with any action taken inControlling, preventing, suppressing or relating to action taken in respect of any act of terrorism.However this exclusion shall not be applicable to Section 1 i.e. Buildings & Contents.

## Section D. General Conditions

### II. Standard General Conditions

#### 1. Condition Precedent to Admission of Liability

The terms and conditions of the **Policy** must be fulfilled by the **Insured Person** for the Company to make any payment for claim(s) arising under the **Policy**.

#### 2. Fraudulent claims

If any claim made by the **Insured Person**, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the **Insured Person** or anyone acting on his/her behalf to obtain any benefit under this **Policy**, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this Policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who have made that particular claim, who shall be jointly and severally liable for such repayment to the **Insurer**.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the **Insured Person** or by his agent or the hospital/doctor/any other party acting on behalf of the Insured Person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

- a) the suggestion, as a fact of that which is not true and which the **Insured Person** does not believe to be true;
- b) the active concealment of a fact by the **Insured Person** having knowledge or belief of the fact;
- c) any other act fitted to deceive; and
- d) any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the **Policy** benefits on the ground of Fraud, if the **Insured Person** / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the **Insurer**.

#### 3. Renewal notice

The following shall be applicable to Section 1 i.e. Building & Contents

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Renewal is not automatic,** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation on Your part.
3. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

The following shall be applicable for the below mentioned sections

- Section 2 i.e. Burglary & Theft
- Section 3 i.e. Major Medical illness & Procedures
- Section 4 i.e. Personal Accident
- Section 5 i.e. Loss of Job

A health insurance policy shall be renewable except on grounds of established fraud or non-disclosure or misrepresentation by the insured, provided the policy is not withdrawn and also subject to conditions stated under Moratorium clause.

- i. Renewal of a health insurance policy shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years, except for benefit based policies where the policy terminates following payment of the benefit covered under the policy like critical illness policies.
- ii. The company shall condone a delay in renewal up to the grace period from the due date of renewal without considering such condonation as a break in policy.
- iii. No loading shall apply on renewals based on individual claims experience
- iv. The Company shall not resort to fresh underwriting unless there is an increase in sum insured. In case increase in sum insured is requested by the Policyholder, the Insurer may underwrite only to the extent of increased sum insured.
- v. Renewal premium due can be paid prior to the due date as per norms set out by the Company.

#### **4. Cancellation / Refund Of Premium**

- i. The Policyholder may cancel this policy by giving 15 days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.

<b>Table of Short Period Scales – Applicable to Section 1 &amp; 2– Annual Policies Only</b>	
Period of Risk	Premium to be retained (% of the Annual Rate).
Not exceeding 15 days	10%
Not exceeding 1 Month	15%
Not exceeding 2 Months	30%
Not exceeding 3 Months	40%
Not exceeding 4 Months	50%
Not exceeding 5 Months	60%
Not exceeding 6 Months	70%
Not exceeding 7 Months	75%
Not exceeding 8 Months	80%
Not exceeding 9 Months	85%
Exceeding 9 Months	Full Annual Premium.

**Refund on Cancellations of Long-term Policy at the request of the insured may be allowed subject to the following conditions:**

1. Refund shall not be allowed if there has been a claim under the policy.

2. If the Policy is cancelled within 3 years of inception, the premium to be retained shall be worked out as per normal rates applicable – that is without allowing any discount.
3. If the Policy is cancelled after 3 years of inception, the discount slab shall be reworked for the number of years that policy was actual in force. For this purpose fraction of a year shall be rounded to the next higher year. For example of the policy has run for 3 years and 3 months, premium shall be retained for 4 years.

**Refund Table – For Sum Insured Based on Fixed Sum Insured – Applicable to Sections 3-5**

Loan Period	1	2	3	4	5+
Policy Period	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Return Premium Factors</b>					
Year of Cancellations	% Return Premium				
1		50%	67%	75%	80%
2			33%	50%	60%
3				25%	40%
4					20%

**Refund Table – Applicable to Sections 3-5**

- i. The Policyholder may cancel this policy by giving 7 days' written notice and in such an event, the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. Note : For Policies where premium is paid by instalment : In case of admissible claim under the Policy, future instalment for the current Policy Year will be adjusted in the claim amount and no refund of any premium will be applicable during the Policy Year.
- ii. The Company may cancel the Policy at any time on grounds of established fraud or non-disclosure or misrepresentation by the Insured Person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of established fraud or non-disclosure or misrepresentation
- iii. Refund of Policy premium in case of death of Insured Person/s: Policy premium shall be refunded proportionately for the deceased Insured Person, for the unexpired Policy Period in case of death of any Insured Person/s
- iv. Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where any claim has been admitted or any benefit has been availed by the Insured Person under the Policy.

## 5. Free Look Period

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the Policy.

The **Insured Person** shall be allowed free look period of thirty days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

If the Insured has not made any claim during the Free Look Period, the insured shall be entitled to

- i. a refund of the premium paid less any expenses incurred by the Company on medical examination of the **Insured Person** and the stamp duty charges or
- ii. where the risk has already commenced and the option of return of the Policy is exercised by the Insured Person, a deduction towards the proportionate risk premium for period of cover **or**
- iii. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

## **6. Disclosure of Information**

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.

## **7. Complete Discharge**

Any payment to the **Policyholder, Insured Person** or his/ her nominees or his/ her legal representative or assignee or to the **Hospital**, as the case may be, for any benefit under the **Policy** shall be a valid discharge towards payment of claim by the **Company** to the extent of that amount for the particular claim.

## **8. Portability**

The **Insured Person** will have the option to port the Policy to other insurers by applying to such **Insurer** to port the entire policy along with all the members of the family, if any, at least 30 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to **Portability**. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed **Insured Person** will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

## **9. Possibility of Revision of terms of the Policy including the Premium Rates**

The Company, with prior approval of IRDAI, may revise or modify the terms of the Policy including the premium rates. The **Insured Person** shall be notified three months before the changes are effected.

## **10. Withdrawal of Policy**

- i. In the likelihood of this product being withdrawn in future, the Company will intimate the **Insured Person** about the same 90 days prior to expiry of the policy.
- ii. **Insured Person** will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity

benefits such as **Cumulative Bonus**, waiver of waiting period as per IRDAI guidelines, provided the policy has been maintained without a break.

## 11. Nomination:

The **Policyholder** is required at the inception of the Policy to make a nomination for the purpose of payment of claims under the Policy in the event of death of the **Policyholder**. Any change of nomination shall be communicated to the Company in writing and such change shall be effective only when an endorsement on the Policy is made. In the event of death of the **Policyholder**, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of the **Policyholder** whose discharge shall be treated as full and final discharge of its liability under the **Policy**.

## 12. Grievance Redressal

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

Website: [www.hdfcergo.com](http://www.hdfcergo.com)

Contact us: 022 6234 6234 / 0120 6234 6234

Contact Details for Senior Citizen: 022 – 6242 – 6226 | [seniorcitizen@hdfcergo.com](mailto:seniorcitizen@hdfcergo.com)

E-mail: [grievance@hdfcergo.com](mailto:grievance@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](mailto:cgo@hdfcergo.com)

For updated details of grievance officer, kindly refer the link:

<https://www.hdfcergo.com/customer-voice/grievances>

Contact Points	Contact Point
Contacts us at	<a href="https://www.hdfcergo.com/customer-care/grievances">https://www.hdfcergo.com/customer-care/grievances</a> . Call - 022-62346234 / 0120-62346234
Contact Point for Senior Citizen	<a href="https://www.hdfcergo.com/customer-care/grievances">https://www.hdfcergo.com/customer-care/grievances</a> . Call - 022 – 6242 – 6226
Write to us at	<a href="mailto:grievance@hdfcergo.com">grievance@hdfcergo.com</a> D-301, 3rd floor, Eastern Business District, LBS marg, Bhandup west , Mumbai – 400078

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

## II. Specific General Conditions

## **1. Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

## **2. No constructive Notice**

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be construed as notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

## **3. Notice of charge etc.**

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

## **4. Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

## **5. Governing Law**

The construction, interpretation and meaning of the provisions of the Policy shall be determined in accordance with Indian Law.

## **6. Entire Contract**

The Policy constitutes 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 on the Policy.

## **7. Territorial limits**

This Policy covers insured events arising during the Policy Period only. The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

## **8. Electronic Transactions**

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication,

established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time

## **9. Right to inspect**

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed on that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under the Policy.

## **10. Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

## **11. Arbitration clause**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, 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. 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 the Company has 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/ arbitrators of the amount of the loss or damage shall be first obtained.

**12.** Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and / or in the policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the policy document within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.

### **13. Due Observance**

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

### **14. The Insured Person**

Should understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto are true, accurate and complete and are material to the Company's decision to provide this insurance. The Insured Person further should understand that the Company has issued this Policy in reliance upon the truth of **such** statements and particulars which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Underwriter's acceptance of this risk.

### **15. Reasonable Care**

The Insured and Family members shall:

- Take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event;
- Take all reasonable care and precautions to prevent accident, loss or damage and to act prudently to minimize any claim arising out of an insured peril. The Insured and Family members shall also take within their control to avert occurrence of insured peril, to protect the subject matter of insurance.
- Ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- When the Insured Premises are left unattended ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.

### **16. Duties and Obligations after Occurrence of an Insured Event**

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rises to or likely to give rise to a claim under this Policy:

- b) The Insured shall immediately and in any event within 15 days give written notice of the same to the Company at the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief; and

- c) In respect of Sections 2, and any other claim under any other Section as maybe specifically advised by the Company, immediately lodge a complaint with the appropriate Police Authorities detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company. The Insured shall also take all practicable steps to enable the person accused of such theft to be apprehended by the appropriate authorities as per law and to recover the property stolen, and
- d) the Insured shall within 15 days after the loss or damage or such further time as the Company may allow, deliver a completed claim form in writing detailing as particular an account as may be reasonably practicable of the loss or damage that has occurred and an estimate of the quantum of any claim (not including profit of any kind) along with all documentation required to support and substantiate the amount sought from the Company. Particulars of all other insurances, if any, shall also be furnished, and
- e) The Insured shall at all the times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with

## **17. Contribution**

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favor of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage however this does not apply to Sections 3, 4 and 5.

## **18. Subrogation**

The Insured and any claimant acting on behalf of the Insured under this Policy shall at the expense of the Company 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 any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company damage however this does not apply to Sections 3, 4 and 5.

## **19. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of loss or damage 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 here under and such claim shall not within 12 (twelve) calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**20.** All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof containing the Insured Premises, or the whole or any part of a group of buildings of which such building forms part.

Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy, or would be covered if such building or group of buildings were insured under this Policy.

Notwithstanding the above, the Company, subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement, may agree to continue the insurance subject to revised rates, terms and conditions and confirmed in writing by the Company.

**21.** On the happening of loss or damage to any property insured under this Policy, the Company may

- a) Enter and take possession of the building or premises where the loss or damage has happened to such building or premises covered under the Policy.
- b) Take the possession of or require to be delivered to it any such property being the subject matter of loss or damage, of the Insured in the building or on the premises at the time of the loss or damage.
- c) Keep possession of any such property being the subject matter of the loss or damage and examine, sort, arrange, remove, and otherwise deal with the same.
- d) Sell any such property being the subject matter of the loss or damage or dispose off the same.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any Claim.

If the insured or any person on his behalf shall not comply with requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property insured under this Policy after making a claim for the loss or damage thereof, whether taken possession of by the Company or not.

**22.** If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or joins with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. If the Company so elects to reinstate or replace any lost or damaged property being the subject matter of a claim under this Policy, the Insured shall at his own

expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may with a view to reinstatement or replacement, require.

If in any case the Company shall be unable to reinstate or repair the property here by insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

**23. Reinstatement Value Clause:** The insurance in respect of building and contents will be subject to the following provision:

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

Special Provisions:

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the date of loss, destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this Reinstatement Value Clause had not been incorporated therein shall be made.

Until expenditure has been incurred by the Insured in replacing or reinstating the property lost, destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this Reinstatement Value Clause had not been incorporated therein.

This Reinstatement Value Clause shall be without force or effect if :

the Insured fails to intimate to the Company within six (6) months after the date of loss, destruction or damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property lost destroyed or damaged; or the Insured is unable or unwilling to replace or reinstate the property lost, destroyed or damaged on the same or another site.

**24. Any Benefit/Indemnity payable by the Company, if any, in case of Your loss of life is payable as defined in the Policy Schedule by default to the assignee declared by You; indemnity is payable to Your estate. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.**

**25. 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**  
**6<sup>th</sup> Floor, Leela Business Park,**  
**AndheriKurla Road**  
**Andheri (East), Mumbai – 400 059, India**  
**Tel.: 91 22 66383600. Fax: 91 22 66383699**

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

## **26. Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

## **27. Grievances**

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address above, during normal business hours.

## **28. Loadings**

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

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

Please note that We will issue Policy only after getting Your consent.  
We will not apply any additional loading on **Your** policy premium at **Renewal** based on claim experience in **Your** Policy.

### Ombudsman Details

S.No	Office Details	Jurisdiction of Office (Union Territory,District)
1	<p><b>AHMEDABAD</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in</p>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	<p><b>BENGALURU</b></p> <p>Insurance Ombudsman 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@cioins.co.in</p>	Karnataka.
3	<p><b>BHOPAL</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202:  Email : bimalokpal.bhopal@cioins.co.in</p>	Madhya Pradesh, Chhattisgarh.
4	<p><b>BHUBANESWAR</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	Odisha.

	<b>CHANDIGARH</b>	
5	<p>Insurance Ombudsman            Office Of The Insurance Ombudsman,            Jeevan Deep Building SCO 20-27,            Ground Floor Sector- 17 A,            Chandigarh – 160 017.            Tel.: 0172-2706468            Email:            bimalokpal.chandigarh@cioins.co.in</p>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
6	<p><b>CHENNAI</b></p> <p>Insurance Ombudsman            Office of the Insurance Ombudsman,            Fatima Akhtar Court, 4th Floor, 453,            Anna Salai, Teynampet,            CHENNAI – 600 018.            Tel.: 044 - 24333668 / 24333678            Email: bimalokpal.chennai@cioins.co.in</p>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
7	<p><b>DELHI</b></p> <p>Insurance Ombudsman            Office of the Insurance Ombudsman,            2/2 A, Universal Insurance Building,            Asaf Ali Road,            New Delhi – 110 002.            Tel.: 011 - 23237539            Email: bimalokpal.delhi@cioins.co.in</p>	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
8	<p><b>GUWAHATI</b></p> <p>Insurance Ombudsman            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@cioins.co.in</p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
9	<p><b>HYDERABAD</b></p> <p>Insurance Ombudsman            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 - 23312122            Email:</p>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

	bimalokpal.hyderabad@cioins.co.in	
10	<b>JAIPUR</b>  Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
11	<b>KOCHI</b>  Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
12	<b>KOLKATA</b>  Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	<b>LUCKNOW</b>  Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahrach, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

14	<p><b>MUMBAI</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai &amp; Thane).</p>
15	<p><b>NOIDA</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
16	<p><b>PATNA</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
17	<p><b>PUNE</b></p> <p>Insurance Ombudsman 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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>

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