

establish the circumstances of the claim, its quantum or Our liability for it, and unless the Insured Person has complied with his obligations under this Policy.

- vi) We will only make payment to You under this Policy. Receipt of payment by You shall be considered as a complete discharge of Our liability against any claim under this Policy. In the event of Your death, We will make payment to the Nominee (as named in the Schedule).
- vii) The assignment of benefits of the policy shall be subject to applicable law.
- viii) Cashless service: If any treatment, consultation or procedure for which a claim may be made is to be taken at a Network Hospital, then We will provide a cashless service by making payment to the extent of Our liability direct to the Network Hospital as long as We are given notice that the Insured Person wishes to take advantage of a cashless service accompanied by full particulars at least 48 hours before any planned treatment or Hospitalisation or within 24 hours after the treatment or Hospitalisation in the case of an emergency.
- ix) Healthcare Advisory Benefit: We may suggest alternate Network Provider in specific cases of surgical or medical treatment, should the Insured member accept and utilize one of the alternatives suggested he would be eligible for a lump sum benefit of Rs 5000.
Please note: The acceptance of our recommendation is not obligatory on the Insured member and We are not liable for any outcome of the treatment conducted at the network centre.

c. Fraud

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**.

d. Multiple Policies

- i. In case of multiple policies taken by an **Insured Person** during a period from one or more insurers to indemnify treatment costs, the **Insured Person** shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the **Insurer** chosen by the **Insured Person** shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen **Policy**.
 - ii. **Insured Person** having multiple policies shall also have the right to prefer claims under this **Policy** for the amounts disallowed under any other policy / policies even if the **Sum Insured** is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this **Policy**.
 - iii. If the amount to be claimed exceeds the **Sum Insured** under a single **Policy**, the **Insured Person** shall have the right to choose **Insurer** from whom he/she wants to claim the balance amount.
 - iv. Where an **Insured Person** has policies from more than one **Insurer** to cover the same risk on indemnity basis, the **Insured Person** shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen **Policy**.
- e. Renewal of Policy**
- The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.
- i. The Company shall endeavor to give notice for **Renewal**. However, the Company is not under obligation to give any notice for **Renewal**.
 - ii. **Renewal** shall not be denied on the ground that the **Insured Person** had made a claim or claims in the preceding policy years.
 - iii. Request for **Renewal** along with requisite premium shall be received by the Company before the end of the policy period.
 - iv. At the end of the policy period, the **Policy** shall terminate and can be renewed within the **Grace Period** to maintain continuity of benefits without **Break in Policy**. Coverage is not available during the **Grace Period**.
 - v. No loading shall apply on renewals based on individual claims experience.
- f. Cancellation**
- i) The Policyholder may cancel this policy by giving 15days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.

1 Year Policy Period		2 Year Policy Period	
Length of time Policy in force	% of premium refunded	Length of time Policy in force	% of premium refunded
Upto 1 Month	75.00%	Upto 1 Month	87.50%
Upto 3 Months	50.00%	Upto 3 Months	75.00%
Upto 6 Months	25.00%	Upto 6 Months	62.50%
Exceeding 6 Months	Nil	Upto 12 Months	48.00%
		Upto 15 Months	25.00%
		Upto 18 Months	12.00%
		Exceeding 18 Months	Nil

For **Policies** where premium is paid by instalment, the following additional conditions will be applicable:

- i. Where yearly payment option is in force under the **Policy**, cancellation grid as per 1-Year Tenure policies will be applicable.
- ii. For all other payment options, 50% of current instalment premium will be refunded when the current period elapsed is less than 6 months from the commencement of the **Policy Year**. For instalment after 6 months, no refund will be payable.

- iii. 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**.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the **Insured Person** under the **Policy**.

- ii) The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the insured person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

g. 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 fifteen 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.

h. 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.

i. 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.

j. Moratorium Period

After completion of eight continuous years under the policy, no look back to be applied. This period of eight years is called as Moratorium Period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of 8 continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract

k. 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 45 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.

For Detailed Guidelines on Portability, kindly refer the link

https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines_Layout.aspx?page=PageNo3987

l. Migration

The **Insured Person** will have the option to migrate the Policy to other health insurance products/plans offered by the Company by applying for **Migration** of the policy at least 30 days before the policy renewal date as per IRDAI guidelines on **Migration**. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the Company, the **Insured Person** will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on Migration.

For Detailed Guidelines on Migration, kindly refer the link

https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines_Layout.aspx?page=PageNo3987

m. 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.

n. 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.

o. 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**.

p. Premium Payment in Instalments

If the **Insured Person** has opted for payment of Premium on an installment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in the **Policy Schedule**, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the **Policy**):

- i. **Grace Period** as mentioned in the table below would be given to pay the installment premium due for the Policy

Options	Instalment Premium Option	Grace Period applicable
Option 1	Multi-Year / Yearly	30 days
Option 2	Half Yearly	30 days
Option 3	Quarterly	30 days
Option 4	Monthly	15 Days

- ii. During such **Grace Period**, coverage will not be available from the due date of installment premium till the date of receipt of premium by **Company**
- iii. The **Insured Person** will get the accrued continuity benefit in respect of the “Waiting Periods”, “Specific Waiting Periods” in the event of payment of premium within the stipulated **Grace Period**
- iv. No interest will be charged if the installment premium is not paid on due date
- v. In case of installment premium due not received within the **Grace Period**, the **Policy** will get cancelled
- vi. In the event of a claim, all subsequent premium installments shall immediately become due and payable
- vii. The **Company** has the right to recover and deduct all the pending installments from the claim amount due under the **Policy**.

Instalment premium payment through Auto Debit/ECS Facility

- i. If Option of Premium payment by instalment is opted through auto Debit/ECS facility, Electronic Clearing Service (ECS) Mandate form needs to be completely filled & signed by the **Insured Person**.
- ii. The Premium amount which would be auto debited & frequency of instalment should be duly filled in the ECS Mandate form.
- iii. New ECS Mandate Form is required to be filled in case of any change in the Premium due to change of Sum Insured / age / plan / coverages/revision in premium.
- iv. The Company should be informed at least 15 days prior to the due date of instalment premium if the Insured Person wishes to discontinue the ECS facility.
- v. Non-payment of premium on due date as opted by the **Insured Person** in the mandate form subject to an additional 15 days of relaxation period will lead to termination of the **Policy**.

q. Redressal of Grievance

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

- Website: www.hdfcergo.com
- Toll free: 022 6234 6234 / 0120 6234 6234
- Contact Details for Senior Citizen: 022 6234 6234 / 0120 6234 6234
- E-mail: care@hdfcergo.com

Insured Person may also approach the grievance cell at any of the Company's branches with the details of grievance.

If Insured Person is not satisfied with the redressal of grievance through one of the above methods, Insured Person may contact the grievance officer at cgo@hdfcergo.com

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