

GRAMIN SURAKSHA BIMA

1. INSURANCE:

1.1 WHEREAS THE **POLICYHOLDER** designated in the Schedule hereto has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein, has applied to HDFC ERGO General Insurance Company Limited (hereinafter called the Company) for the insurance hereinafter set forth in respect of the **INSURED PERSONS** and has paid premium as consideration for such insurance.

1.2 If the **INSURED PERSON** shall sustain any bodily injury resulting solely and directly from accident caused by outward, violent and visible means then the Company shall pay to the **INSURED PERSON** the sum hereinafter set forth that is to say:

- a) if such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of death of an **INSURED PERSON** the Capital Sum Insured stated in the Schedule hereto.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or both hands or both feet or of the actual loss of one eye and such loss of one of the two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or such loss of one entire foot of an **INSURED PERSON** the Capital Sum Insured stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of the occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye, or of the actual loss of one entire hand or one entire foot of an **INSURED PERSON**, Fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.
- d) If such injury shall as a direct consequence thereof immediately, permanently totally and absolutely disable the **INSURED PERSON** from engaging in any employment or occupation of any description whatsoever, the Capital Sum Insured stated in the Schedule.
- e) **DEPENDENT CHILD EDUCATION BENEFIT:** In the event of death or permanent total disablement of the **INSURED MEMBER** due to an accident as defined in the policy and where his / her spouse is also covered under this Policy, the Company shall pay as an Education Grant to the dependent children below twenty-one (21) years of age who are undertaking studies:
 1. If one dependent child: a sum of Rs.5,000/-
 2. If two dependent children: a sum of Rs.10,000/-

The maximum compensation payable under the Dependent Child Education Benefit shall not exceed Rs.10000/- in respect of an **INSURED MEMBER**. This benefit is not available where only the individual Member is covered.

- f) **DEPENDENT GIRL CHILD WEDDING BENEFIT:** In the event of death or permanent total disablement of the **INSURED MEMBER** due to an accident as defined in the policy, and where his / her spouse is also covered under this Policy, the Company shall pay for Wedding of a dependent girl child below twenty-one (21) years an amount of Rs. 5,000/-.

The maximum compensation payable under the Dependent Girl Child Wedding Benefit shall not exceed Rs.5000/- in respect an **INSURED MEMBER**. This benefit is not available where only the individual Member is covered.

Where the dependent girl child is less than 18 years of age, the compensation shall be in the form of a Bank Deposit in favour of the minor / legal guardian which shall mature on the date of her attaining the age of 18 years.

2. DEFINITIONS:

- 9) **Accident or Accidental** means a sudden, unforeseen and unexpected event caused by external and visible means.
- 10) **Bodily Injury** means physical, external, **Accidental** bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the **Period of Insurance**.
- 11) **Capital Sum Insured** means the amount stated in the Policy Schedule as such or limited to the specific insurance details in any Section of this Policy. The **Capital Sum Insured** shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.
- 12) **Company** means HDFC ERGO General Insurance Company Limited.
- 13) Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 14) **Dependent Child** refers to a child (natural or legally adopted or child from a previous marriage) of an INSURED PERSON or the SPOUSE of an INSURED PERSON, who is between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-five (25) years if in full time education at an accredited tertiary institution and does not have his / her independent sources of income.
- 15) **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.
- 16) **Insured Member** means anyone over the age of eighteen (18) years and aged sixty (60) years old or younger who is a member of the **Policyholder**, except when the **Company**, at its sole discretion, accepts anyone over 60 years old, for whom premium has been paid and who is identified in the Policy Schedule as an **Insured Person**.
- 17) **Insured Person** means an **INSURED MEMBER** and the **Spouse** of an **INSURED MEMBER** who has been identified in the Policy Schedule as an **Insured Person**.
- 18) **Period of Insurance** means the **Operative Time** stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 19) **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:
- a) continues for a period of twelve (12) consecutive months, and
 - b) 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.

- 20) **Medical practitioner or Physician** is a person who holds a valid registration from the medical council and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license other than
- an Insured Person under this Policy;
 - an Insured Person's employer or business partner;
 - an employee of the Policyholder; or
 - 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..
- 21) **Policyholder** means the entity or person named as such in the Schedule.
- 22) **Spouse** means an **Insured Member's** husband or wife who is recognised as such by the laws of the jurisdiction in which they reside.
- 23) **Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

3. EXCLUSIONS:

PROVIDED ALWAYS that this Policy does not cover (unless expressly agreed to by the Company in writing) death, injury or disablement directly or indirectly due to or arising out of or resulting from:

- Compensation to the **INSURED PERSON** under more than one of the sub-causes (a), (b), (c), or (d) of clause 1.2 in respect of same injury or disablement.
- Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
- Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** (i) from intentional self-injury, suicide, or attempted suicide (ii) whilst under the influence of intoxicating liquor or drug (iii) directly or indirectly caused by Venereal Disease(s), AIDS, or insanity (iv) arising or resulting from committing any breach of the law with criminal intent (v) Whilst engaging in aviation or ballooning or whilst mounting into, dismounting from any balloon or travelling in aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world or engaging in hazardous sports of any kind whatsoever.
- Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** attributable directly or indirectly to:

(i) War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of

whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, 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.

(ii) Ionising radiation or contamination by radioactivity from any source whatsoever.

(iii) Nuclear weapons material.

e) The policy shall not cover death or disablement directly or indirectly caused by, contributed to, or aggravated by, or prolonged by child birth or from pregnancy or as a consequence thereof.

Provided also that due observance and fulfilment of terms and conditions of this policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the **POLICY HOLDER** or **INSURED PERSON** shall be a condition precedent to any liability of the Company under this policy.

4. CONDITIONS APPLICABLE TO SECTION 1:

- a. The policy, the schedule, the proposal form, riders, endorsements and any memorandum shall constitute the complete contract of insurance. No change or alteration in this policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the policy.
- b. Upon the happening of any event which may give rise to a claim under this policy the **INSURED PERSON** shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the **INSURED PERSON** should within one Calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.
- c. Every notice, communication or intimation required or contemplated under this policy to be given by the **INSURED PERSON** or anyone on behalf of the **INSURED PERSON** in respect of any claim or matter arising under or out of this policy shall be in writing and addressed to the Company's office through which this insurance is effected or the Company's corporate office currently located at 6th Floor, Leela Business Park, Andheri Kurla Road Andheri East Mumbai - 400077 unless otherwise directed by the Company in writing. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, the **INSURED PERSON** and other details as may be necessary.
- d. **THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE POLICY HOLDER, INSURED PERSON OR A BENEFICIARY UNDER THIS POLICY IF HE IS DIFFERENT FROM THE INSURED PERSON. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL**

RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

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

- e. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the **INSURED PERSON** on the occasion of the alleged injury or disablement whenever and as often as the same may reasonably be required on behalf of the Company and in the event of death to conduct a post mortem examination of the **INSURED PERSON** and such evidence as the Company may from time to time require shall be furnished within the period of 14 days after demand in writing. Provided that in the case of a claim by death or permanent total disablement, all sums will be payable only on the delivery of this policy and certificate of insurance appropriately cancelled and discharged.
- f. No sum payable under this policy shall carry interest.
- i. Insured may cancel this Policy at any time by sending fifteen (15) days notice in writing to the Company or by returning the Policy and stating when thereafter cancellation is to take effect.
- g. In the event of such cancellation the Company shall retain premium for the period that this Policy has been in force calculated in accordance with the short period rate table, less any duties and taxes Company cannot recover. However, there will be no refund of premium if you have made a claim, or you are entitled to make any claim under this Policy.

The Company reserves the right to cancel this Policy at any time by sending fifteen (15) days notice in writing to the Insured. In the event of such cancellation refund of premium shall be on pro-rata basis.

The Company also reserves the right to cancel this Policy from inception immediately upon becoming aware of any mis-representation, fraud, non-disclosure of material facts or non-cooperation by or on behalf of the Insured. No refund of premium shall be allowed in such cases.

Notice of cancellation will be mailed to the Insured at an address set forth in the Policy Schedule, and will indicate the date of termination. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

PERIOD ON RISK RATE OF PREMIUM TO BE CHARGED

Upto one month 1/4 of the annual rate
Upto three months 1/2 of the annual rate
Upto six months 3/4th of the annual rate
Exceeding six months Full annual rate

- h. The Company shall not be liable to make any payment under this policy in respect of any claim, if such claim be in any manner fraudulent or supported by any fraudulent statement or devise whether by the **INSURED PERSON** or by any person on behalf of the **INSURED PERSON**.
- i. If any 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by the Company and **INSURED PERSON** within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1996, as amended from time to time and for the time being in force.

In case either the Company or **INSURED PERSON** refuses or fails to appoint an arbitrator with two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator.

It is 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 or umpire of the amount of the loss or damage shall be first obtained.

The venue of the arbitration proceedings shall be at the Corporate Office of the Company which is currently situated at 6th Floor, Leela Business Park, Andheri Kurla Road Andheri East Mumbai -400077.

- j. This Policy shall be governed by the laws of India and Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- k. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the **INSURED PERSON** for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made subject of the suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- l. Upon settlement of the claim made by the **INSURED PERSON**, the Company shall be entitled to any amount paid by or recoverable from anyone on any ground whatsoever and shall be received or recovered by the Company. The **INSURED PERSON** and all persons claiming on behalf of the **INSURED PERSON** shall give to the Company all necessary information and assistance to enable the Company to secure and recover such amount including subrogation. The Company shall, if necessary, be entitled to sue at its own expense in the name of the **INSURED PERSON** or persons claiming on behalf of the **INSURED PERSON** for recovery of such amounts from such persons as may be liable. In the event of any such payment being received by the **INSURED PERSON** directly or by persons on behalf of the **INSURED PERSON**, it shall be made over by him to the Company forthwith.
- m. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods. The Company, however, shall not be bound to give notice that policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.
- n. Free Look Period –The Policyholder have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If the policyholder has any objections to any of the terms and conditions, then the policyholder has the option of cancelling the Policy stating the reasons for

cancellation and will be refunded the premium paid after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. The policyholder can cancel the Policy only if no claims have been made under the Policy. All the policyholders rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

- o. Where proposal forms are not received, information obtained from the **POLICY HOLDER** or **INSURED MEMBER** whether orally or otherwise is captured in the policy document. The **POLICY HOLDER** or **INSURED MEMBER** shall point out to the Company, discrepancies, if any, in the information contained in the policy document or Certificate of Insurance, as applicable, within 15 days from policy / certificate issue date after which information contained in the policy or Certificate of Insurance shall be deemed to have been accepted as correct.

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Center (Toll free helpline)
1800 2 700 700 (accessible from any Mobile and Landline within India)
1800 226 226 (accessible from any MTNL and BSNL Lines)
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

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

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address

To the Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
6th floor, Leela Business Park.
Andheri Kurla Road,
Andheri (E), Mumbai – 400059
e-mail: principalgrievanceofficer@hdfcergo.com

HDFC ERGO General Insurance Company Limited



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

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

LIST OF INSURANCE OMBUDSMEN

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, 5, Navyug Colony, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546150 / 139 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462011 Tel.:- 0755-2769200/201/202 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 / 2596461 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman,	Punjab , Haryana, Himachal



	Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <u>CHANDIGARH-160 017.</u> Tel.:- 0172-2706468 / 5861 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <u>CHENNAI-600 018.</u> Tel.:- 044-24333668 /664 / 678 Fax : 044-24333664 Email chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.:- 011-23239611 /7539 /7532 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 th Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u> Tel.:- 0361-2131307 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool,	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry

HDFC ERGO General Insurance Company Limited



	<p><u>HYDERABAD-500 004.</u> Tel : 040-23325325 /23312122 Fax: 040-23376599 Email insombudhyd@gmail.com</p>	
KOCHI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel : 0484-2358759 /2358734 /9338 Fax : 0484-2359336 Email iokochi@asianetindia.com</p>	<p>Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry</p>
KOLKATA	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, <u>Kolkatta – 700 072.</u> Tel: 033 22124346 /39 Fax: 033 22124341 Email:iombsbpa@bsnl.in</p>	<p>West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim</p>
LUCKNOW	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2201188 /31330 /1 Fax : 0522-2231310 Email insombudsman@rediffmail.com</p>	<p>Uttar Pradesh and Uttaranchal</p>
MUMBAI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928 /360 /6552 /6960 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com</p>	<p>Maharashtra , Goa</p>



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