

GROUP PERSONAL ACCIDENT INSURANCE POLICY

PREAMBLE

WHEREAS the Policyholder named in the Schedule has applied to HDFC ERGO General Insurance Company Limited (hereinafter called "the Company") for the insurance herein contained, the Company agrees subject to:

1. any proposal or other information supplied by or on behalf of the Insured Person:
 - 1.1. disclosing all facts and circumstances known to the Insured Person that are material to the assessment of the risks insured hereby, and
 - 1.2. forming the basis of this insurance, and
2. the Insured having paid 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 2. GENERAL CONDITIONS

1. This Policy shall be governed by the laws of India and, except as otherwise provided in Section 4(8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
2. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by any or on behalf of the Insured Person of any material particular.
3. Insured Persons shall take all reasonable precautions to prevent Accidents and to avoid Sickness and shall comply with all statutory requirements, as a condition precedent to the Company's liability hereunder.
4. Where the Insured Person is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the Company's liability hereunder.
5. Insurance in respect of an Insured Person will begin under this Policy 00.00 a.m. on the Day after (or a future date that has been agreed upon by the Insured and the Company) when all of the following are true:
 - a. the Insured Person is eligible to be insured;
 - b. the required premium has been paid to the Company; and
 - c. the Company has approved the Insured Person's proposal for this insurance.
6. Insured may cancel this Policy at any time by sending fifteen (15) days notice in writing to the Company or by returning the Policy and stating when thereafter cancellation is to take effect.

In the event of such cancellation the Company shall retain premium for the period that this Policy has been in force calculated in accordance with the short period rate table. However, there will be no refund of premium if you have made a claim, or you are entitled to make any claim under this Policy.

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

PERIOD ON RISK RATE OF PREMIUM TO BE CHARGED

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

7. This Policy shall automatically insure all present and new Insured Persons upon their date of employment subject to notification by the Policyholder to the Company of the employee strength and payment of additional premium for the increase in the employee strength.
8. Insurance in respect of an Insured Person shall immediately terminate on the earliest of the following dates:
 - a. the date that the Policy is terminated;
 - b. the date that the Total Sum Insured is paid for covered loss under Section 6 (Accidental Death), Section 7 (Permanent Disablement) or any of the Hospital Cash sections of the Policy;

- c. the date that an Insured Person is no longer an employee of the Policyholder; or
- d. in respect of Immediate Family, the date that such person ceases to be the Insured Person's Immediate Family Member.

9. The Policyholder and Insured Person 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 material to the Company's decision to provide this insurance. The Policyholder and Insured Person further understand that the Company has issued this Policy in reliance upon the truth of such statements and particulars.
10. This policy shall ordinarily be renewable for life only by mutual consent except for grounds such as mis-representation, fraud, moral hazard or non co-operation by the Insured and subject to payment in advance of the total premium at the rate in force at the time of renewal and subject to the policy is renewed within the Grace period of 30 days from date of Expiry. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.
11. FRAUD WARNING- ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE COMPANY OR OTHER PERSON, 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 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 IF ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED PERSON, POLICYHOLDER, 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 INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

12. The Policyholder shown in Item 1 of the Schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy Effective Date shown in Item 2 of the Schedule and,

In the case of a premium payable in installments, at a fixed frequency as shown in Item 7 of the schedule, on or before the end of each frequency interval from the Policy Effective Date, which may be a month, a quarter, a six month period or any other frequency period agreed to between the Policyholder and the Company.

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

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

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

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

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

In case of the Company at:

HDFC ERGO General Insurance Company Limited
 1st Floor, HUL House, H.T. Parekh Marg,
 165-166 Backbay Reclamation,
 Churchgate, Mumbai-400020
 Tel.: 91 22 66383600.
 Fax: 91 22 66383699

Such notices shall be effective on the date of receipt.

14. Valuation and Foreign Currency: All premiums, benefit amounts, loss, Sums Insured and other amounts under this Policy are expressed and payable in Indian currency. If judgment is rendered, settlement is denominated or any benefit, Sum Insured or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the

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date the final judgement is entered, the amount of settlement is agreed upon or any benefit, Sum Insured or element of loss is due, respectively.

15. **Portability:** Individual members including the family members covered under this group personal accident insurance policy shall have the right to migrate from such group policy to a suitable individual personal accident insurance policy offered by the Company only in cases of the employee leaving the group on account of retirement/resignation.
16. **Condonation of delay**
The Company may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

SECTION 3. DEFINITIONS

As used in this Policy, unless otherwise noted, the singular of any definition includes the plural, and the plural of any definition includes the singular.

1. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Accumulation Limit** means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that the Accumulation Limit is exceeded, the Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons, taking into account the maximum Sums Insured per Benefit and per Insured Person.
3. **Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
4. **Any one illness** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
5. **Beneficiary:** In case of death of the Insured Person, the Beneficiary means, unless stipulated otherwise by the Insured Person, the surviving Spouse of the Insured Person, mentally capable and not divorced, followed by the children recognised or adopted followed by the Insured Person's legal heirs or nominee. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
6. **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.
7. **"Cashless facility"** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.
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, the consequences of Martial law.
9. **Close Business Associate** means:
 - a. a business associate not a fellow employee of the Insured Person where the business relationship with the Insured Person is continuous and reliant on each other for the Insured Person's business, or
 - b. a business companion who travels with the Insured Person for the same business purpose, and whose presence is necessary for the Insured Person's business, or
 - c. a fellow employee of the Insured Person.
10. **Common Carrier** means any land, sea or air conveyance operated under a license issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
11. **Company** means HDFC ERGO General Insurance Company Limited.
12. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
13. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
14. **Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - a. **Internal Congenital Anomaly** which is not in the visible and accessible parts of the body.
 - b. **External Congenital Anomaly** which is in the visible and accessible parts of the body.
15. **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
16. **Co-payment** is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible costs. A co-payment does not reduce the sum insured.
17. **Cumulative Bonus** shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.
18. **Daily Activities** means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
19. **Daily Benefit** means the amount payable for every twenty-four (24) continuous hours an Insured Person is in Hospital as an in-patient up to the maximum number of Days stated in the Schedule.
20. **Daily Home Allowance** means the amount payable for every twenty-four (24) continuous hours an Insured Person is instructed by a Physician to complete his/her recovery at home following a payment of the Daily Benefit.
21. **Date of Loss:**
 - a. for Accident means the date of the Accident.
 - b. for all other benefits means the date the event happened that leads to an alleged claim.
 - c. for Sickness means the first date of diagnosis or the date the Insured Person first became aware of the Sickness.
22. **Day** means a continuous period of twenty-four (24) hours.
23. **Day Care Centre-** A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under
 - has qualified nursing staff under its employment;
 - has qualified medical practitioner/s in charge;
 - has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.
24. **Dental Treatment-** Dental treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
25. **Day Care Treatment-** Day care treatment refers to medical treatment, and/or surgical procedure which is:
 - a. Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
 - b. Which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition
26. **Disclosure of Information Norm-** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
27. **Deductible** means an amount stated in the Schedule as a percentage, or a fixed amount, which will be deducted from the Compensation for a specific benefit, or a period of time for which the Company will not pay any benefit. A deductible is a cost-sharing requirement under an insurance policy that provides that the Insurer will not be liable for a specified rupee amount or percentage, of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.
28. **Dependent Child** means an unmarried dependent child ordinarily residing with the Insured Person between the ages of three (3) months and up to and

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- including the age of eighteen (18) years, or up to and including the age of twenty-one (21) 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, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
29. **Domiciliary Hospitalisation**
- Domiciliary hospitalization means medical treatment for an illness/ disease/ injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:
- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
 - the patient takes treatment at home on account of non availability of room in a hospital.
30. **Emergency care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.
31. **Family Accumulation Limit** means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons from the same Immediate Family involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that the Family Accumulation Limit is exceeded, the Family Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons from the same Immediate Family, taking into account the maximum Sums Insured per Benefit and per Insured Person.
32. **Foreign War** means armed opposition, whether declared or not between two countries.
33. **Franchise** means an amount stated in the Schedule as a percentage or a fixed amount for which the Company will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the Company will not be responsible unless the period of time has expired.
34. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received
35. **Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
36. **A hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
- has qualified nursing staff under its employment round the clock;
 - has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - has qualified medical practitioner(s) in charge round the clock;
 - has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
37. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- a. **Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness /injury which leads to full recovery.
 - b. **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms—it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
38. **Immediate Family/ Immediate Family Member** means an Insured Person's Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles, nieces, and nephews, who reside in the same country as the Insured Person.
39. **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.
40. **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
41. **Insured Person** means anyone over the age of three (3) months and aged seventy (70) years old or younger, except when the Company, at its sole discretion, accepts anyone over 70 years old, for whom premium has been paid and who is identified in Item 6 of the Schedule as an Insured Person.
42. **Intensive Care Unit-** Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
43. **Maternity expenses** shall include—(a). Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization). (b). Expenses towards lawful medical termination of pregnancy during the policy period.
44. **Medical Advice** means any consultation or advice from a Medical Practitioner/ Physician including the issue of any prescription or repeat prescription.
45. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
46. **Medically necessary** treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- is required for the medical management of the illness or injury suffered by the insured;
 - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - must have been prescribed by a medical practitioner,
 - must conform to the professional standards widely accepted in international medical practice or by the medical community in India
47. **Medical Practitioner-** MEDICAL PRACTITIONER is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- The term MEDICAL PRACTITIONER includes qualified physicians, specialists and surgeons other than:
- a. an INSURED PERSON under this policy;
 - b. an INSURED PERSON'S employer or business partner;
 - c. an employee of the POLICYHOLDER; or
 - d. an IMMEDIATE FAMILY MEMBER of the INSURED PERSON. For purposes of this definition only, the term IMMEDIATE FAMILY MEMBER shall not be limited to natural persons resident in the same country as the INSURED PERSON. IMMEDIATE FAMILY MEMBER means an INSURED PERSON'S Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the INSURED PERSON.
48. **Medical Treatment** means a Physician's Medical Advice, treatment, consultations, and prescribed or remedial attention.
49. **Network Provider** means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.
50. **Newborn baby** means baby born during the Policy Period and is aged between 1 day and 90 days, both days inclusive.
51. **Non-Network** Any hospital, day care centre or other provider that is not part of the network.

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52. **Notification of claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
53. **Operative Time** means the time that the insurance is effective as stated on the Schedule.
54. **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.
55. **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.
56. **Policyholder** means the entity or person named as such in the Schedule.
57. **Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.
58. **Premium Installment** means premium payable at a fixed frequency of a month, a quarter, a six month period or any other frequency period agreed to by the Company and the Policy Holder, the period beginning from the Policy Effective Date.
59. **Pre-Existing Disease**- Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.
60. **Pre-hospitalization Medical Expenses**- Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:
- Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
 - The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company
61. **Post-hospitalization Medical Expenses**- Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:
- Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
 - The inpatient hospitalization claim for such hospitalization is admissible by the insurance company
62. **Qualified nurse** is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
63. **Reasonable and Customary Charges'** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.
64. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
65. **Room rent** Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.
66. **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.
67. **OPD treatment** is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
68. **Salary** means the total gross basic annual salary excluding payments for overtime, commission or bonus payable by the Policyholder to the Insured Person at the time of the Date of Loss. For weekly paid Insured Persons, the Salary will be calculated by taking the average gross weekly basic salary of the Insured Person for the thirteen (13) weeks prior to the Date of Loss and multiplying this amount by fifty-two (52).
69. **Serious Injury or Serious Sickness** means Bodily Injury or Sickness certified as being dangerous to life by a Physician.
70. **Sickness** means any fortuitous somatic illness or disease but excluding any disease or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the Period of Insurance.
71. **Spouse** means an Insured Person's husband or wife who is recognised as such by the laws of the jurisdiction in which they reside.
72. **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
73. **Sum Insured** means the amount stated in the Table of Benefits in the Schedule as the Total Sum Insured, or limited to the specific insurance details in any Section of this Policy.
- The amounts shown in the Item 8 of the Schedule are the Total Sums Insured for each Insured Person for the particular benefit shown, subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.
- The Total Sum Insured is a sublimit of liability. It is part of, and not in addition to the Accumulation Limit stated in Item 3 (b) of the Schedule, if any. It further reduces, and does not increase, the Accumulation Limit stated in Item 3 (b) of the Schedule.
74. **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.
75. **Unproven/Experimental treatment**- Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven
76. **Terrorism** means activities against persons, organisations or property of any nature:
- that involve the following or preparation for the following:
 - use or threat of force or violence; or
 - commission or threat of a dangerous act; or
 - commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - when one or both of the following applies:
 - 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
 - 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.

SECTION 4. GENERAL CLAIMS PROVISIONS

- Written notice of any occurrence which may give rise to a claim under this Policy must be given to the Company as soon as practicable and in any case within thirty (30) Days after such occurrence. Written Notice of Claim must be given to the Company immediately in the case of death, or within thirty (30) Days after the Date of Loss in all other cases.
- If any treatment, consultation or procedure for which a claim may be made is required in an emergency, then the Company or Our TPA must be informed within 15 days of the beginning of such treatment, consultation or procedure.
- In all other cases, the Company or Our TPA must be informed of any event or occurrence that may give rise to a claim under this Policy within 15 days of occurrence of event.
- All certificates, information and evidence required by the Company shall be furnished at no expense to the Company and shall be in such form and of such nature as the Company may prescribe. When required by the Company, at its own expense, the Insured Person shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.

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5. Complete, written proof of loss must be given to the Company within sixty (60) Days after the Date of Loss, or as soon as reasonably possible. The Company may consider the delay in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible from him or any other person to give notice or file claim within the prescribed time limit.

Such written proof of loss must contain:

- i. the Policy Number, and
- ii. the preliminary medical report describing the nature and extent of all injuries or Sicknesses, and providing a precise diagnosis, and
- iii. all invoices, bills, prescriptions, Hospital certificates which will permit the Company to accurately determine the total amount of Medical Expenses (if applicable) incurred by the Insured Person, and
- iv. in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
- v. in the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
- vi. proof of age, where applicable, and
- vii. such other information as the Company may require to handle the claim.
 - a. If an Accident:
 - i. detailed circumstances of the Accident and the names of any witnesses, and
 - ii. any police reports concerning the Accident, and
 - iii. the date a Physician was seen due to the Bodily Injury, and
 - iv. the Physician's contact details, or
 - b. If a Sickness:
 - i. the date symptoms of the Sickness began, and
 - ii. the date a Physician was seen due to the Sickness, and
 - iii. the Physician's contact details.

The Company shall base its assessment of the claim on the complete, written proof of loss.

6. The Company at its own expense shall have the right and opportunity to examine the Insured Person whose Bodily Injury or Sickness is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.

7. In respect of any disablement claim, no benefit shall be payable before any disablement is recognised as definitive and permanent by a Physician appointed by the Company.

8. Medical Advice of a Physician shall be sought and followed promptly on the occurrence of any Bodily Injury or Sickness and the Company shall not be liable for any part of any claim which in the opinion of a Physician appointed by the Company arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a Physician.

9. No claim may be brought under this Policy, nor may any legal action be brought against the Company to recover under such claim:

1. in cases of Accidental death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or
2. in all other cases, more than three (3) years after the Date of Loss or date the claim is denied in whole or in part, whichever is later.

No such legal action may be brought against the Company unless there has been full compliance with all the terms and conditions of this Policy. In the event of any failure to timely submit any claim or commence legal action with respect to any claim, all benefits under this Policy in respect of such claim shall be forfeited.

10. If any difference shall arise as to the amount to be paid under this Policy

(liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the Company to make any payment under this Policy.

11. The Company will effect payment of covered claims subject to: i) the Company having received complete, written proof of loss and such other information as the Company may require to handle the claim; and ii) the premium for the Policy having been paid. In such cases, the Company shall effect payment within 7 days.
12. No benefit shall be payable in respect of an Insured Person under more than one of the following insurances: Accidental death or Accidental disablement.
13. No sum payable under this Policy shall carry interest.
14. Where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account may be made to the Insured Person at the Company's discretion, on receipt by the Company of certification by a Physician appointed by the Company.
15. An Insured Person has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the Policyholder, and provided to the Company at the time of claim and such other time as the Company may require.

The Insured Person, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary. The Insured Person does not need the consent of anyone to do so. Changes must be in writing, filed with the Policyholder and provided to the Company at the time of claim and such other time as the Company may require. The Company does not assume any responsibility for the validity of these changes.

Benefit shall be payable only to the Insured Person, his or her Beneficiary, or the Insured Person's legal personal representatives if applicable, whose receipt shall effectively discharge the Company.

16. In the event of a claim under this Policy, the Policyholder, the Insured Person and the Beneficiary, if applicable, must fully co-operate with the Company in its handling of the claim including, but not limited to, the timely submission of all medical and other reports, and full co-operation with all physical examinations and autopsies that the Company may require.
17. The Company shall not be bound or be affected by any notice of any trust, charge, lien, or other dealing with or in relation to this Policy.

SECTION 5. GENERAL EXCLUSIONS

The Company shall not be liable to pay any benefit in respect of any Insured Person:

1. for Bodily Injury or Sickness occasioned by Civil War or Foreign War.
2. for Bodily Injury or Sickness caused or provoked intentionally by the Insured Person.
3. INJURY or DISEASE directly or indirectly caused by or contributed to by nuclear weapons/ materials.
4. for Bodily Injury or Sickness due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereof, or arising out of non-adherence to Medical Advice.
5. for Bodily Injury or Sickness sustained or suffered whilst the Insured Person is or as a result of the Insured Person being under the influence of alcohol or drugs or narcotics unless professionally administered by a Physician or unless professionally prescribed by and taken in accordance with the directions of a Physician.
6. for Bodily Injury due to a gradually operating cause.
7. for Bodily Injury sustained whilst or as a result of participating in any sport as a professional player.
8. for Bodily Injury sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
9. for Bodily Injury sustained whilst or as a result of riding or driving a motorcycle or motor scooter over one hundred fifty (150) cc.
10. for Bodily Injury whilst the Insured Person is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.
11. for Bodily Injury sustained whilst or as a result of participating in any criminal act.

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12. for Bodily Injury or Sickness resulting from pregnancy within twenty-six (26) weeks of the expected date of birth.
13. for Bodily Injury or Sickness caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the Insured Person to show that Bodily Injury or Sickness was not caused by or did not arise through AIDS or HIV.
14. for Bodily Injury or Sickness caused by or arising from or due to venereal or venereal related disease.
15. for Bodily Injury sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
16. for Bodily Injury sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the Bodily Injury occurred whilst the Insured Person was on leave or not in uniform.
17. for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
18. any pathological fracture.
19. for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
20. for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
21. for Bodily Injury sustained whilst or as a result of active participation in any hazardous sport such as parachuting, hanggliding, parasailing, off-piste skiing or bungee jumping.
22. for Bodily Injury caused by or arising from or as a result of Terrorism.

2. Any benefit payable under item 23 of Table (C) shall be at the complete discretion of the Company taking into consideration the nature of the Bodily Injury in conjunction with the stated Compensation percentages for more specific injuries shown in the Table of Benefits.

Specific Conditions

1. The insurance shall terminate for an Insured Person under this Section upon payment of a benefit equal to the Total Sum Insured.
2. The total amount payable in respect of more than one disablement due to the same Accident is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total Sum Insured.
3. The Deductible or Franchise, if applicable, shall apply to the total amount payable, irrespective of the number of benefits an Insured Person is entitled to.
4. If an Insured Person dies as the result of the Bodily Injury any amount claimed and paid to an Insured Person under the Permanent Disablement Section will be deducted from any payment under the Accidental Death Section.

Specific Definitions for all Tables of Benefits

1. Limb means the hand above the wrist joint or foot above the ankle joint.
2. Loss of Hearing means the total and irrecoverable Loss of Hearing.
3. Loss of Mastication means the total and irrecoverable loss of ability to chew food.
4. Loss of Sight means the total and irrecoverable Loss of Sight. This is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
5. Loss of Speech means the total and irrecoverable Loss of Speech.

Specific Definitions for Table (A)

1. Loss used with reference to Limb means the loss by physical severance of such Limb.

Specific Definitions for Table (B)

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

Specific Definitions for Table (C) and (D)

1. Loss used with reference to Limb and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

TABLE OF BENEFITS – TABLE (A)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%

SECTION 6. ACCIDENTAL DEATH

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in Death within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured Person's Beneficiary or legal representative the Compensation stated in the Schedule.

Specific Extensions

1. Disappearance: In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of the Accidental death benefit, it is discovered that the Insured Person is still alive, all payments shall be reimbursed in full to the Company.
2. Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

Specific Conditions

1. If applicable and if payment has been made under the Permanent Disablement Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

SECTION 7. PERMANENT DISABLEMENT

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in disablement within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Extensions

1. Exposure: Permanent disablement as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

Specific Provisions

1. Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the Compensation payable for the loss of the said members.

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TABLE OF BENEFITS – TABLE (B)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%

TABLE OF BENEFITS – TABLE (C)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%
13. Permanent Total Loss of Hearing in one ear	15%
14. Permanent Total Loss of the lens in one eye	25%
15. Permanent Total Loss of use of four fingers and thumb of either hand	40%
16. Permanent Total Loss of use of four fingers of either hand	20%
17. Permanent Total Loss of use of one thumb of either hand: a. Both joints b. One joint	20% 10%
18. Permanent Total Loss of one finger of either hand: a. Three joints b. Two joints c. One joint	5% 3.5% 2%
19. Permanent Total Loss of use of toes: a. All – one foot b. Big – both joints c. Big – one joint d. Other than Big – each toe	15% 5% 2% 2%

20. Established non-union of fractured leg or kneecap	10%
21. Shortening of leg by at least 5 cms.	7.50%
22. Ankylosis of the elbow, hip or knee	20%
23. Permanent disablement not otherwise provided for under Items 2-22 inclusive up to a maximum of	75%

TABLE OF BENEFITS – TABLE (D)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%
13. Permanent Total Loss of Hearing in one ear	15%
14. Permanent Total Loss of the lens in one eye	25%
15. Permanent Total Loss of use of four fingers and thumb of either hand	40%
16. Permanent Total Loss of use of four fingers of either hand	20%
17. Permanent Total Loss of use of one thumb of either hand: a. Both joints b. One joint	20% 10%
18. Permanent Total Loss of one finger of either hand: a. Three joints b. Two joints c. One joint	5% 3.5% 2%
19. Permanent Total Loss of use of toes: a. All – one foot b. Big – both joints c. Big – one joint d. Other than Big – each toe	15% 5% 2% 2%
20. Established non-union of fractured leg or kneecap	10%
21. Shortening of leg by at least 5 cms.	7.50%
22. Ankylosis of the elbow, hip or knee	20%

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SECTION 8. IN-HOSPITAL MEDICAL EXPENSES – ACCIDENT ONLY

If, during the Period of Insurance, an Insured Person sustains Bodily Injury and is hospitalised as an in-patient for twenty-four (24) continuous hours or more, then the Company will reimburse the Insured Person the necessary Usual and Reasonable In-Hospital Medical Expenses, incurred within twelve (12) months from the Date of Loss up to the Total Sum Insured stated in the Schedule, subject to the Terms and Conditions of this Policy. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

1. Usual and Reasonable In-Hospital Medical Expenses shall include and be limited to the following services:
 - a. charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre
 - b. fees of Physicians.
 - c. charges for laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
 - d. charges for a registered nurse (R.N).
2. If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then the Policy holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause. This clause shall only apply to indemnity sections of the policy.

Specific Definitions

1. Ambulatory Medical Centre means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.
2. Usual and Reasonable In-Hospital Medical Expenses means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

1. any Usual and Reasonable In-Hospital Medical Expenses before the Period of Insurance.
2. any dental work.
3. any claim caused by or arising from or due to Sickness of any and every kind.

SECTION 9. EMERGENCY MEDICAL EXPENSES – ACCIDENT ONLY

If, during the Period of Insurance, an Insured Person sustains Bodily Injury, then the Company will reimburse the Insured Person the necessary Usual and Reasonable Medical Expenses, incurred within twelve (12) months from the Date of Loss up to the Sum Insured stated in the Schedule, subject to the Terms and Conditions of this Policy. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

1. Medical Expenses shall include and be limited to the following services:
 - a. charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre.
 - b. fees of Physicians.

- c. Medical Expenses, in or out of Hospital, including: laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
 - d. charges for a registered nurse (R.N).
2. If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then the Policy holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause. This clause shall only apply to indemnity sections of the policy.

Specific Definitions

1. Ambulatory Medical Centre means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.
2. Usual and Reasonable Medical Expenses means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

1. any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
2. any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
3. any Medical Expenses incurred within the territorial limits that are not stated in the Schedule.
4. any medical treatment, drugs or medicines, prescribed or applied, before the Period of Insurance.
5. any dental work.
6. any claim caused by or arising from or due to Sickness of any and every kind.

SECTION 10. EMERGENCY MEDICAL EXPENSES

If, during the Period of Insurance, an Insured Person sustains Bodily Injury or sudden unexpected Sickness, then the Company will reimburse the Insured Person the necessary Usual and Reasonable Medical Expenses, incurred within twelve (12) months from the Date of Loss up to the Sum Insured stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

1. Medical Expenses shall include and be limited to the following services:
 - a. charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre.
 - b. fees of Physicians.
 - c. Medical Expenses, in or out of Hospital, including: laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
 - d. charges for a registered nurse (R.N).
2. If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also

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covers any claim (in part or in whole) being made under this Policy, then the Policy holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause. This clause shall only apply to indemnity sections of the policy

Specific Definitions

1. Ambulatory Medical Centre means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.
2. Usual and Reasonable Medical Expenses means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

1. any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
2. any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
3. any Medical Expenses incurred within the territorial limits that are not stated in the Schedule.
4. any medical treatment, drugs or medicines, prescribed or applied, before the Period of Insurance.
5. any dental work.

SECTION 11. HOSPITAL CASH – ACCIDENT ONLY

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in the Insured Person being in a Hospital as an in-patient within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Daily Benefit stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Provisions

1. In case of successive Hospital stays with less than sixty (60) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Hospital stays will be deemed as one event.

Specific Conditions

1. Once the Company has paid the Daily Benefit up to the maximum number of Days stated in the Schedule, cover under this Section will cease for such Insured Person.

SECTION 12. HOSPITAL CASH & HOME CONVALESCENCE – ACCIDENT ONLY

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in the Insured Person being in a Hospital as an in-patient within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Daily Benefit stated in the Schedule. In addition, if the Insured Person is instructed by a Physician to complete his/her recovery at home, then the Company will pay the Daily Home Allowance stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Provisions

1. In case of successive Hospital stays with less than sixty (60) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Hospital stays will be deemed as one event.

Specific Conditions

1. The Daily Home Allowance will be limited to the maximum number of Days an Insured Person was in Hospital as an in-patient or the maximum number of Days stated in the Schedule, whichever is the lesser.
2. Once the Company has paid the Daily Benefit and Daily Home Allowance up to the maximum number of Days stated in the Schedule, cover under this Section will cease for such Insured Person.

SECTION 13. HOSPITAL CASH – ACCIDENT & SICKNESS

If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness which directly and independently of all other causes results in the Insured Person being in a Hospital as an in-patient within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Daily Benefit stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Provisions

1. In case of successive Hospital stays with less than sixty (60) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Hospital stays will be deemed as one event.

Specific Conditions

1. Once the Company has paid the Daily Benefit up to the maximum number of Days stated in the Schedule, cover under this Section will cease for such Insured Person.

SECTION 14. HOSPITAL CASH & HOME CONVALESCENCE – ACCIDENT & SICKNESS

If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness which directly and independently of all other causes results in the Insured Person being in a Hospital as an in-patient within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Daily Benefit stated in the Schedule. In addition, if the Insured Person is instructed by a Physician to complete his/her recovery at home, then the Company will pay the Daily Home Allowance stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Provisions

1. In case of successive Hospital stays with less than sixty (60) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Hospital stays will be deemed as one event.

Specific Conditions

1. The Daily Home Allowance will be limited to the maximum number of Days an Insured Person was in Hospital as an in-patient or the maximum number of Days stated in the Schedule, whichever is the lesser.
2. Once the Company has paid the Daily Benefit and Daily Home Allowance up to the maximum number of Days stated in the Schedule, cover under this Section will cease for such Insured Person.

SECTION 15. BROKEN BONES

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in a broken bone as specified in this Section, then the Company agrees to pay to the Insured Person the Compensation stated in the Table of Benefits up to the Total Sum Insured in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

TABLE OF BENEFITS

Sr. No.	Fracture	% of Sum Insured	
1.	Fractures of the Skull:		
	a) Compound fracture with damage to the brain tissue	100	
	b) Compound fracture without damage to the brain tissue	75	
2.	Fractures of hip or pelvis (excluding thigh or coccyx):	a) Multiple fractures (at least one compound & one complete)	100
		b) All other compound fractures	50
		c) Multiple fractures, at least one complete	30
		d) All other fractures	20
3.	Fracture of thigh or heel:	a) Multiple fractures (at least one compound & one complete)	50
		b) All other compound fractures	40
		c) Multiple fractures, at least one complete	30
		d) All other fractures	20

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4.	Fracture of Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower Arm (including wrist, but excluding Colles-type fracture): a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	40 30 20 12
5.	Fractures of Lower Jaw: a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	30 20 16 8
6.	Fractures of Shoulder Blade, Kneecap, Sternum, Hand (excluding fingers and wrist), Foot (excluding toes and heel): a) All compound fractures b) All other fractures	20 10
7.	Colles type fracture to the Lower Arm: a) Compound b) Other	20 10
8.	Fractures of Spinal Column (Vertebrae but excluding coccyx): a) All compression fractures b) All spinous, transverse process or pedicle fractures c) All other vertebral fractures	20 20 10
9.	Fractures of Rib or Ribs, Cheekbone, Coccyx, Upper Jaw, Nose, Toe and toes, finger or fingers: a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	16 12 8 4

g) Third degree burns of 5% or more, but less than 10% of the total body surface area	20%
h) Second degree burns of 5% or more, but less than 10% of the total body surface area	10%

Specific Conditions

- If the Bodily Injury results in more than one of the Descriptions above, then the Company shall be liable for the largest Description only.
- If an Insured Person dies or is permanently disabled as the result of the Bodily Injury, then any amount claimed and paid to an Insured Person under this Section will be deducted from any payment made under Accidental Death or Permanent Disablement.

SECTION 17. LAST RITES COSTS – ACCIDENT & SICKNESS

If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness which directly and independently of all other causes results within one (1) calendar month of the Date of Loss in death, then the Company agrees to pay to the Insured Person's Beneficiary or legal representative the Compensation stated in the Schedule towards the cost of the last rites of the Insured Person.

SECTION 18. IN HOSPITAL SURGERY BENEFIT

If during the Period of Insurance an Insured Person is hospitalised as the result of Bodily Injury or Sickness and is charged for a surgical procedure, performed by a Physician, then the Company agrees to pay an amount equal to the costs of the surgical procedure or the amount stated in the Table of Benefits as a percentage of the Total Sum Insured stated in the Schedule, whichever is the lesser. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

- Should there be more than one surgical procedure performed during the same operative sessions, the Company shall be liable for the largest procedure only.
- Any surgical procedure not mentioned in the Table of Benefits shall be compensated at the complete discretion of the Company taking into consideration the nature of the surgical procedure in conjunction with the stated Compensation percentages for more specific surgical procedures shown in the Table of Benefits.

Specific Definitions

- In-Patient means a person who is confined in a Hospital as a resident patient and who is charged at least one (1) Day's room and board in the Hospital.
- Invasive Surgery means any surgery that involves entering the specific body cavity shown in the Table of Benefits.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

- congenital anomalies and conditions arising therefrom.
- pregnancy, childbirth, miscarriage or abortion or any female organs disease.
- any Hospital, surgical treatment or surgical procedure as the result of Sickness within ninety (90) Days of the Policy Effective Date.
- cosmetic or plastic surgery, except as the result of an Accident.
- any infection occurring during In-Patient care.
- any Hospital, surgical treatment or surgical procedure on adenoids or tonsils within one hundred eighty (180) Days of the Policy Effective Date.

TABLE OF BENEFITS

Fracture	% of Sum Insured
1) ABDOMEN	
a) Two or more surgical procedures performed through the same abdominal incision will be considered as one operation.	
i. appendectomy	50
ii. resection of bowel	70
iii. resection of stomach	70
iv. gastro-enterostomy	60
v. removal of gall-bladder	70
vi. Laparotomy for diagnostic or treatment purposes or the removal of one or more organs, unless herein provided	50
vii. Laparoscopy for diagnostic or treatment purposes	50

Specific Conditions

- No benefit will be paid before any fracture is recognised medically and a Physician has established the extent and nature of the fracture.
- The total amount payable under this Section, in respect of more than one fracture due to the same Bodily Injury, will be calculated by adding the various benefits together, but shall not exceed the Total Sum Insured.
- In the event that an Insured Person has received a benefit under this Section, and the same Bodily Injury results in permanent disablement, any benefits paid under this Section will be deducted from the Permanent Disablement benefit.

SECTION 16. BURNS

If during the Period of Insurance an Insured Person sustains Bodily Injury whilst on a Common Carrier which directly and independently of all other causes results in second or third degree burns, then the Company agrees to pay to the Insured Person the Compensation stated in the Table of Benefits up to the Total Sum Insured in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

TABLE OF BENEFITS

Description	% of Total Sum Insured
1) Head	
a) Third degree burns of 8% or more of the total head surface area	100%
b) Second degree burns of 8% or more of the total head surface area	50%
c) Third degree burns of 5% or more, but less than 8% of the total head surface area	80%
d) Second degree burns of 5% or more, but less than 8% of the total head surface area	40%
e) Third degree burns of 2% or more, but less than 5% of the total head surface area	60%
f) Second degree burns of 2% or more, but less than 5% of the total head surface area	30%
2) Rest of Body	
a) Third degree burns of 20% or more of the total body surface area	100%
b) Second degree burns of 20% or more of the total body surface area	50%
c) Third degree burns of 15% or more, but less than 20% of the total body surface area	80%
d) Second degree burns of 15% or more, but less than 20% of the total body surface area	40%
e) Third degree burns of 10% or more, but less than 15% of the total body surface area	60%
f) Second degree burns of 10% or more, but less than 15% of the total body surface area	30%

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2) ABSCESS	
a) incision of superficial abscess, boil or furuncle, one or more	50
b) treatment of carbuncle or abscess requiring a Hospital stay, one or more	10
3) AMPUTATION OF	
a) one finger or one toe	10
b) hand, forearm or foot at ankle	20
c) leg, arm or thigh	40
d) thigh at hip	70
4) BREAST	
a) mastectomy of one or both, radical with resection into axilla	70
b) mastectomy one or both, partial	40
5) CHEST	
a) complete thoracoplasty	100
b) removal of lung or portion of lung	70
c) thoracoscopy for diagnostic, or treatment purposes	20
d) bronchoscopy - diagnostic	10
e) bronchoscopy - operative, excluding biopsy	20
f) cardiac surgery involving valvular replacement	100
g) cardiac surgery involving by pass surgery	75
h) cardiac surgery involving angioplasty	50
6) EAR	
a) myringotomy	05
b) mastoidectomy – radical – one side	50
c) mastoidectomy – radical – both sides	60
d) fenestration, one or both sides	100
7) ESOPHAGUS	
a) operation for stricture	40
b) gastroscopy	10
8) EYE	
a) detached retina – multiple fusions	100
b) cataract	50
c) glaucoma	30
d) removal of eyeball	30
e) removal of pterygium	20
f) incision of sty or chalazion	05
9) FRACTURES treatment of simple	
a) For compound fractures the benefit is increased by 50%, but will not exceed the Total Sum Insured in the Schedule.	
b) For fractures requiring an open operation including bone grafting or bone splicing, the benefit is increased by 100%, but will not exceed the Total Sum Insured in the Schedule.	
i. collar bone, shoulder blade, or forearm, one bone	15
ii. coccyx, tarsals, metatarsals or Talar bone	10
iii. thigh	40
iv. upper arm or leg	25
v. fingers or toes, each, or rib	05
vi. forearm – two bones, knee cap, or pelvis not requiring traction	20
vii. leg, two bones	30
viii. jaw, lower	20
ix. carpals, metacarpals, nose, ribs (two or more) or Sternum	10
x. pelvis, requiring traction	30
xi. vertebrae, transverse processes, each	05
xii. vertebrae, compression fracture, one or more	40
xiii. wrist	10
10) GENITO – URINARY TRACT	
a) removal of kidney	70
b) fixation of kidney	70
c) laparotomy for diagnostic or treatment purposes of tumours or stones in kidney, urethra, or bladder by Invasive Surgery	60
d) laparotomy for diagnostic or treatment purposes or the removal of tumours or stones in kidney, urethra, or bladder by cauterisation, endoscopic means or lithotripsy	20
e) stricture or urethra – open operation	30
f) intra-urethral by Invasive Surgery	15
g) Prostrate entire removal of open operation – complete procedure	70
h) Prostrate partial removal – by endoscopic means	25
i) Prostrate by other cutting operation	50
j) orchidectomy or epididymectomy	25
k) hydrocele or varicocele	10
l) removal of fibroid tumours, without abdominal approach	20

11) THYROID	
a) partial or total removal of thyroid, including all stages of operative procedure	70
12) HERNIA	
a) Invasive Surgery – single hernia	20
a) Invasive Surgery – double hernia	25
c) Radical operation, including injection treatment for cure of single hernia	40
d) Radical operation, including injection treatment for cure of double hernia	50
13) JOINTS AND DISLOCATIONS	
a) For dislocations requiring an open operation the benefit is increased by 100%, but will not exceed the Total Sum Insured in the Schedule.	
i) incision into joint for disease or disorder, except as herein otherwise provided and except tapping	15
ii. arthroscopy of shoulder, elbow, hip or knee joint, tapping excepted	40
iii. excision , open fixation, disarticulation or arthroplasty on shoulder, hip or spine	75
iv. excision , open fixation, disarticulation or arthroplasty on knee, elbow, wrist or ankle	35
v. dislocation of fingers or toes, each	05
vi. dislocation of shoulder or elbow, wrist or ankle	15
vii. dislocation of lower jaw	05
viii. dislocation of hip or knee, knee cap excepted	25
ix. dislocation of knee cap	05
14) NOSE	
a) intranasal sinus operation	15
b) extra nasal sinus operation	35
c) polyps, removal one or more	05
d) submucous resection	25
e) turbinectomy	10
15) PARACENTESIS tapping of:	
a) abdomen	10
b) chest or bladder, catheterization excepted	05
c) ear drum, hydrocele, joints or spine	05
16) RECTUM and RECTOSCOPY	
a) radical resection for malignancy, all stages including colostomy	100
b) haemorrhoids, external only, excision – complete procedure	10
c) haemorrhoids internal or internal and external including prolapsed rectum, total for excision or complete injection treatment	20
d) fistula in ano	15
e) fissure in ano	05
f) rectoscopy with or without biopsy	10
g) colonoscopy with or without biopsy	15
h) other cutting operations on rectum	20
17) SKULL	
a) craniotomy for urgent removal of hematoma	100
b) craniotomy involving vascular surgery	75
c) craniotomy for removal of tumours	75
18) THROAT	
a) tonsillectomy or tonsillectomy and adenoidectomy for adults and children 15 years of age and older	15
b) tonsillectomy or tonsillectomy and adenoidectomy for children under 15 years of age	10
c) use of laryngoscope for diagnosis	05
19) TUMOURS – surgical removal of:	
a) malignant tumours except those of the mucous membrane, skin and subcutaneous tissue	50
b) malignant tumours of the mucous membrane, skin and subcutaneous tissue	25
c) pilonidal sinus or cyst, cutting operation	25
d) benign tumours of the testicle or breast	20
e) ganglion	05
f) benign tumours, one or more, except as otherwise herein provided	10
g) varicose – complete procedure on all veins whether cutting operation or injection treatment – one leg	20
h) varicose – complete procedure on all veins whether cutting operation or injection treatment – two legs	30

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SECTION 19. TEMPORARY TOTAL DISABLEMENT – ACCIDENT ONLY

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results (starting during the Period of Insurance) in Temporary Total Disablement, then the Company agrees to pay to the Insured Person the amount stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

1. If Bodily Injury is sustained to or suffered in relation to the spine and its muscular girdle, ligamentous system, cartilage, nervous system and blood supply to the spine which is not detectable by means of radiological scanning, imaging, or neurological fallout testing, then the Company shall only be liable in respect of this Section for a maximum period of five (5) weeks, in excess of the Deductible or Franchise if applicable.
2. In the event of a dispute arising as to when Temporary Total Disablement ceased, the date shall be finally determined by a Physician commissioned by the Company who certifies:
 - a. the date upon which the Insured Person recovered; or
 - b. the date upon which the Insured Person recovered as far as he/she ever will; or
 - c. the date from which the Insured Person is declared to have suffered Permanent Total Disablement;
3. The benefit shall not in any event exceed the Total Sum Insured or the Maximum Number of Weeks as stated in the Schedule.
4. If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then the Policy holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause. This clause shall only apply to indemnity sections of the policy

Specific Definitions

1. Temporary Total Disablement means disablement which temporarily and entirely prevents an Insured Person from engaging in or giving attention to the Insured Person's usual occupation.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for

1. any claim caused by or arising from or due to Sickness of any and every kind.

SECTION 20. TEMPORARY TOTAL DISABLEMENT – ACCIDENT AND SICKNESS

If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness (starting during the Period of Insurance) which directly and independently of all other causes results in Temporary Total Disablement, then the Company agrees to pay to the Insured Person the amount stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

1. If Bodily Injury or Sickness is sustained to or suffered in relation to the spine and its muscular girdle, ligamentous system, cartilage, nervous system and blood supply to the spine which is not detectable by means of radiological scanning, imaging, or neurological fallout testing, then the Company shall only be liable in respect of this Section for a maximum period of five (5) weeks, in excess of the Deductible or Franchise if applicable.
2. In the event of a dispute arising as to when Temporary Total Disablement ceased, the date shall be finally determined by a Physician commissioned by the Company who certifies:
 - a. the date upon which the Insured Person recovered; or

- b. the date upon which the Insured Person recovered as far as he/she ever will; or
- c. the date from which the Insured Person is declared to have suffered Permanent Total Disablement;
3. The benefit shall not in any event exceed the Total Sum Insured or the Maximum Number of Weeks as stated in the Schedule.
4. If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then the Policy holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause. This clause shall only apply to indemnity sections of the policy.

Specific Definitions

1. Temporary Total Disablement means disablement which temporarily and entirely prevents an Insured Person from engaging in or giving attention to the Insured Person's usual occupation.

SECTION 21. HOSTAGE RELEASE FEES

If during the Period of Insurance an Insured Person is Kidnapped, then the Company agrees to pay the fees incurred for a professional negotiation organisation appointed by the Company to secure the release of the Insured Person up to the Total Sum Insured stated in the Schedule:

Specific Conditions

1. The Insured Person agrees to reimburse the Company for any payments made by the Company which are ultimately determined not to be insured because of the application of the Specific Exclusions
2. If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then the Policy holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause. This clause shall only apply to indemnity sections of the policy

Specific Definitions

1. Informant means any person providing information solely in return for monetary payment paid or promised by the Policyholder.
2. Insured Person: Specific to this Section and in addition to the Insured Person(s) stated in the Schedule, an Insured Person shall also include:
 - a. Immediate Family Member of an Insured Person.
 - b. a person legally resident in the household of an Insured Person.
 - c. Close Business Associate or accompanying travel companion of the Insured Person.
3. Kidnap or Kidnapped means the wrongful abduction and holding under duress or by fraudulent means of any Insured Persons by any person or group making a Ransom demand or series of Ransom demands for the release of such Insured Persons.
4. Ransom means the amount demanded by any person or group who have Kidnapped the Insured Person, or the amount paid to a person or group for the release of the Insured Person.

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Specific Exclusions

The Company will not be liable for:

- any Ransom amount.
- any amount paid to an Informant or Informants.
- any fraudulent, dishonest, or criminal acts of the Insured Person.
- an Insured Person being Kidnapped by an Immediate Family Member or Close Business Associate or an Immediate Family Member of a Close Business Associate.
- any Kidnap occurring in South America, Mexico or the Philippines.

SECTION 22. ASSAULT

If during the Period of Insurance an Insured Person sustains Bodily Injury that results in death or permanent disablement, as a result of or arising from an Assault, then the Company agrees to pay to the Insured Person or the Insured Person's Beneficiary or legal representatives the increased percentage of the Accidental death or permanent disablement Total Sum Insured stated under this Section in the Schedule.

Specific Conditions

All Specific Extensions, Specific Provisions, Specific Conditions, Specific Definitions, Specific Claims Provisions and Specific Exclusions shall also apply to this Section for each benefit to which it attaches.

Specific Definitions

- Assault means any wilful or unlawful use of force inflicted upon an Insured Person that is a criminal offence in the jurisdiction in which it occurs and which results in Bodily Injury to an Insured Person.

Specific Exclusions

- The Company shall not be liable to pay any benefit in respect of any Insured Person for an act of Assault by an Immediate Family Member, or Close Business Associate.

SECTION 23. MOBILITY EXTENSION

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in Permanent Total Disablement of such a nature that such Insured Person needs and can operate:

- a self-powered, climbing wheelchair; and/or
- his/her motor vehicle with the controls suitably adjusted; and/or
- a lift, necessary ramps, railings and holds to usual place of residence,

then the Company agrees to pay for 95% of the costs of such equipment and the installation thereof up to the Total Sum Insured stated in the Schedule.

SECTION 24. AMBULANCE COSTS

If during the Period of Insurance, an Insured Person sustains Bodily Injury which is life threatening, then the Company agrees to pay the actual ground ambulance costs incurred by the Insured Person up to the Total Sum Insured stated in the Schedule, for transportation to the nearest Hospital where adequate care can be provided.

SECTION 25. CONCUSSION EXTENSION

If during the Period of Insurance, an Insured Person sustains Bodily Injury and is hospitalised as the result of concussion, then the Company agrees to pay to the Insured Person the following percentages of the Total Sum Insured stated in the Schedule:

Length of Hospital stay	Compensation Expressed as a Percentage of Total Sum Insured
Percentage of sum insured payable for 0 to 4 Days	0%
Percentage of sum insured payable after 5 Days	25%
Percentage of sum insured payable after 8 Days	Additional 25%
Percentage of sum insured payable after 11 Days	Additional 25%
Percentage of sum insured payable after 13 Days	Additional 25%

SECTION 26. ANIMAL ATTACK EXTENSION

If during the Period of Insurance, an Insured Person sustains Bodily Injury as the

result of an attack by an Animal and is hospitalised for seventy-two (72) continuous hours, then the Company agrees to pay to the Insured Person the Total Sum Insured stated in the Schedule.

Specific Definition

- Animal means any four (4) limbed animal that is not an insect or reptile.

SECTION 27. CHAUFFEUR PLAN BENEFIT

If during the Period of Insurance an Insured Person is partially incapacitated and unable to attend to a substantial part of his/ her business commitments as a result of Bodily Injury (stated during the Period of Insurance), then the Company agrees to pay the daily amount up to the Total Sum Insured stated in the Schedule for the hire of a taxi or chauffeur driven car or other necessarily incurred extra costs to maintain the Insured Person's mobility to meet his/ her business commitments. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person:

- if the Insured Person does not follow proper Medical Advice from a Physician after sustaining the Bodily Injury.

SECTION 28. SPOUSE OR DEPENDENT CHILD CONSOLATION BENEFIT

If during the Period of Insurance an Insured Person's Spouse or Dependent Child 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 to the Insured Person the Compensation stated in the Schedule. The Spouse or Dependent Child must be insured under this Policy for this benefit to be paid.

Specific Extensions

- Disappearance: In the event of the disappearance of the Insured Person's Spouse or Dependent Child, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person's Spouse or Dependent Child was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person's Spouse or Dependent Child 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 the Insured Person's Spouse or Dependent Child is still alive, then all payments shall be reimbursed in full to the Company.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

SECTION 29. INSURED PERSON'S COUNSELLING BENEFIT

If during the Period of Insurance an Insured Person's Spouse or Dependent Child 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 actual costs for professional counselling for the Insured Person up to the Compensation stated in the Schedule.

Specific Extensions

- Disappearance: In the event of the disappearance of the Insured Person's Spouse or Dependent Child, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person's Spouse or Dependent Child was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person's Spouse or Dependent Child 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 the Insured Person's Spouse or Dependent Child is still alive, then all payments shall be reimbursed in full to the Company.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

Specific Conditions

- Solely with respect to the insurance provided in this Section, Item 16 of Section 5, General Exclusions, is deleted in its entirety.

SECTION 30. FAMILY COUNSELLING BENEFIT

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 actual costs for professional counselling for the Insured Person's Spouse and Dependent Child up

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to the Compensation stated in the Schedule.

Specific Extensions

1. Disappearance: In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of a benefit under this Section, it is discovered that the Insured Person is still alive, then all payments shall be reimbursed in full to the Company.
2. Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

Specific Conditions

1. The total Sum Insured is the total amount payable for the Spouse and Dependent Child combined, not per person.
2. Solely with respect to the insurance provided in this Section, Item 16 of Section 5, General Exclusions, is deleted in its entirety.

SECTION 31. COMMON ACCIDENT

If during the Period of Insurance an Insured Person and his or her Spouse sustain Bodily Injury in the same Accident which, directly and independently of all other causes, results in the death of both the Insured Person and the Spouse within twelve (12) months after the Date of Loss, then the Total Sum Insured payable for each of the Insured Person and Spouse shall be either the Accidental Death Total Sum Insured applicable to the Insured Person or the Accidental Death Total Sum Insured applicable to the Spouse, whichever is greater. This benefit shall in no event exceed the Common Accident maximum amount shown in the Schedule.

This benefit applies only if:

1. the Insured Person has elected insurance under the Policy for a Spouse; and
2. such insurance is in effect on the date of the Accident.

Specific Extensions

1. Disappearance: In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of 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. Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

SECTION 32. EVACUATION BENEFIT

If during the Period of Insurance an Insured Person is Evacuating from the building used by the Policyholder for the Policyholder's business activities and sustains Bodily Injury in the Evacuation which directly and independently of all other causes results in death or disablement within twelve (12) months of the Evacuation, then the Company agrees to pay the Compensation stated in the Schedule.

Specific Definitions

1. Evacuating / Evacuation means an emergency exit due to a fire, a fire alarm, a bomb scare (whether there is a bomb or not), or an armed attack on the building or the people in the building.

SECTION 33. MEDICAL INSURANCE PREMIUM INDEMNITY

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 actual costs of the medical insurance premiums for the Insured Person's surviving Spouse and Dependent Child up to the amount stated in the Schedule per year up to the number of years stated in the Schedule.

Specific Extensions

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 travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result

of an Accident. If at any time, after the payment of 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. Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

Specific Conditions

1. The total Sum Insured is the total amount payable for the Spouse and Dependent Child combined, not per person.

SECTION 34. DEPENDENT CHILD EDUCATION BENEFIT

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

1. To receive benefits under this Section, the Dependent Child must be in full time education at an accredited tertiary educational institution.
2. The Total Sum Insured is the total amount payable for all Dependent Children combined, not per person.

Specific Extensions

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 travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of 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. Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

SECTION 35. COMATOSE BENEFIT – ACCIDENT ONLY

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in the Insured Person being in a Hospital in a Comatose State, within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Provisions

1. In case of successive Comatose State with less than ten (10) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Comatose State will be deemed as one.

Specific Conditions

1. The Insured Person must be in the Hospital Intensive Care Unit for the duration of the Comatose State for any benefits to be payable.
2. The Comatose State must be for three (3) months or more for any benefits payable.

Specific Definitions

1. Comatose State means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation.

SECTION 36. COMATOSE BENEFIT – ACCIDENT & SICKNESS

If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness which directly and independently of all other causes results in the Insured Person being in a Hospital in a Comatose State, within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Provisions

1. In case of successive Comatose State with less than ten (10) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Comatose State will be deemed as one.

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Specific Conditions

1. The Insured Person must be in the Hospital Intensive Care Unit for the duration of the Comatose State for any benefits to be payable.
2. The Comatose State must be for three (3) months or more for any benefits to be payable.

Specific Definitions

1. Comatose State means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation.

SECTION 37. HOME TUITION BENEFIT

If during the Period of Insurance an insured Dependent Child sustains Bodily Injury (starting during the Period of Insurance) which directly and independently of all other causes results in Temporary Total Disablement, then the Company agrees to pay Home Tuition Fees per Day up to the amount stated in the Schedule, for up to the maximum number of weeks stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

1. In the event of a dispute arising as to when Temporary Total Disablement ceased, the date shall be finally determined by a Physician commissioned by the Company who certifies:
 - a. the date upon which the Insured Person recovered; or
 - b. the date upon which the Insured Person recovered as far as he/she ever will; or
 - c. the date from which the Insured Person is declared to have suffered Permanent Total Disablement;
2. The benefit shall not in any event exceed the Total Sum Insured or the Maximum Number of Weeks as stated in the Schedule.
3. If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then the Policy holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause. This clause shall only apply to indemnity sections of the policy

Specific Definitions

1. Temporary Total Disablement means disablement which temporarily and entirely prevents an Insured Person from attending full time education at an accredited tertiary educational institution.
2. Home Tuition Fees means the costs for a fully registered and licensed teacher to continue the education of the Insured Person at home during Temporary Total Disablement.

Specific Exclusions

1. The Company shall not be liable to pay any benefit in respect of any Insured Person for any claim caused by or arising from or due to Sickness of any and every kind.

SECTION 38. REHABILITATION BENEFIT

If during the Period of Insurance an Insured Person sustains Bodily Injury which requires Rehabilitation within three (3) weeks of the Date of Loss, then the Company agrees to pay the actual costs of such treatment up to the amount stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Definitions

Rehabilitation means:

1. treatment by a therapist licensed, registered, or certified to provide such treatment; or

2. treatment in an institution which is licensed to provide such treatment, when the treatment is intended to prepare the Insured Person for work in any gainful occupation, including the Insured Person's regular occupation.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for any treatment not performed by a fully registered and licensed Physiotherapist.

SECTION 39. RECONSTRUCTIVE SURGERY BENEFIT

If during the Period of Insurance an Insured Person sustains Bodily Injury which requires Reconstructive Surgery within six (6) months of the Date of Loss, then the Company agrees to pay the actual costs of such Reconstructive Surgery up to the amount stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Definitions

1. Reconstructive Surgery means surgery to reconstruct cutaneous or underlying tissue, prescribed as necessary by a Physician.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for

1. any Reconstructive Surgery not performed by a fully registered and licensed Cosmetic Surgeon.
2. Any Reconstructive Surgery an Insured Person elects to have.

SECTION 40. PARENTAL CARE BENEFIT

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 Compensation shown in the Schedule in equal shares to each Dependent Parent of the Insured Person.

Specific Definitions

Dependent Parent means the parents or grandparents of the Insured Person or the Insured Person's Spouse. A Dependent Parent is eligible for this benefit if he or she, at the time of the Bodily Injury, is receiving support and care provided by the Insured Person or Spouse.

SECTION 41. DEPENDENT CHILD WEDDING BENEFIT

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 Compensation shown in the Schedule in equal shares to each Dependent Child of the Insured Person.

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

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following address

To the Principal Grievance Officer
HDFC ERGO General Insurance Company Ltd.
6th Floor, Leela Business Park,
Andheri Kurla Road,
Andheri East, Mumbai – 400059
Tel.: 91 22 66383600. Fax: 91 22 66383699
E-mail: principalgrievanceofficer@hdfcergo.com

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

Names of Ombudsman and Addresses of Ombudsmen Centres
Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C. U. Shah College, Ashram Road, AHMEDABAD - 380 014. Tel.: 079-27545441/27546139 Fax: 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in
Shri B.N. Mishra, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR - 751 009. Tel.: 0674-2596455/2596003 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
Shri Virander Kumar, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044-24333668 /24335284 Fax: 044-24333664 Email: bimalokpal.chennai@gbic.co.in
Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S. S. Road, GUWAHATI - 781 001 (ASSAM). Tel.: 0361-2132204/5 Fax: 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in
Shri Raj Kumar Srivastava, Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.) - 462 003. Tel.: 0755-2769201/9202 Fax: 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
Shri Manik Sonawane Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017. Tel.: 0172-2706468/2705861 Fax: 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
Smt. Sandhya Baliga, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002. Tel.: 011-23237539/23232481 Fax: 011-23230858 Email: bimalokpal.delhi@gbic.co.in
Shri G. Rajeswara Rao, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in

Shri P.K.Vijayakumar, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM - 82 015. Tel.: 0484-2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in
Shri N.P. Bhagat, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW - 226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in
Shri A. K. Jain, Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, JAIPUR - 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in
Shri M. Parshad, Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, BENGALURU - 560025. Tel No: 080-22222049/ 22222048 Email: bimalokpal.bengaluru@gbic.co.in
Shri K.B. Saha, Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4th Floor, C. R. Avenue, KOLKATA - 700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in
Shri A. K. Dasgupta, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI - 400 054. Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
Shri A. K. Sahoo, 2nd Floor, Jeevan Darshan, N. C. Kelkar Road, Narayanpet, PUNE - 411030. Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in
OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL Smt. Ramma Bhasin, Secretary General, Shri Y.R. Raigar, Secretary, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), MUMBAI - 400 054 Tel : 022-26106889/6671 Fax : 022-26106949 Email- inscoun@gbic.co.in