

## CRITICAL ILLNESS POLICY WORDINGS - SILVER PLAN (30 DAYS)

HDFC ERGO General Insurance Company Limited will provide the insurance cover detailed in the Policy to the Insured Person up to the Sum Insured subject to the terms and conditions of this Policy. Your payment of premium and realisation thereof by us, and Your statements in the Proposal, which is incorporated into the Policy and is the basis of it.

### SECTION 1 : BENEFITS

If the Insured Person is diagnosed as suffering from a Critical Illness during the Policy Period, then We will pay the Sum Insured as a lump sum, provided that

- i) The Critical Illness, which the Insured Person is suffering from, occurs or manifests itself during the Policy Period as a first incidence, and
- ii) The Insured Person survives for at least 30 days following such diagnosis.

### SECTION 2 : EXCLUSIONS

We will not make any payment for any claim in respect of the Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy

- i) A waiting period of 90 days will apply to all claims unless the Insured Person has been insured under this policy continuously and without any break in the previous Policy Year.
- ii) War or any act of war, invasion, act of foreign enemy, war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/materials, chemical and biological weapons, radiation of any kind.
- iii) Insured Person committing or attempting any breach of the law with criminal intent or Arising out of or as a result of any act of self-destruction or self inflicted injury, attempted suicide or suicide.
- iv) Insured Person's participation or involvement in naval, military or air force operation, racing, diving, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing.
- v) The abuse or the consequences of the abuse of intoxicants or hallucinogenic substances such as drugs and alcohol, including smoking cessation programs and the treatment of nicotine addiction or any other substance abuse treatment or services, or supplies.
- vi) Venereal disease, sexually transmitted disease or illness; "AIDS" (Acquired Immune Deficiency Syndrome) and/or infection with HIV (Human immunodeficiency virus) including but not limited to conditions related to or arising out of HIV/AIDS such as ARC (AIDS related complex), Lymphomas in brain, Kaposi's sarcoma, tuberculosis.
- vii) Any treatment arising from pregnancy (including voluntary termination), miscarriage, maternity or birth (including caesarean section), congenital internal and external diseases, defects or anomalies.
- viii) Any exclusion mentioned in the Schedule or the breach of any specific condition mentioned in the Schedule.

### SECTION 3 : GENERAL CONDITIONS

#### Condition precedent

- a) The fulfilment of the terms and conditions of this Policy (including the payment of premium by the due dates mentioned in the Schedule) insofar as they relate to anything to be done or complied with by You or the Insured Person shall be conditions precedent to Our liability.

#### b) Insured Person

Only those person named as an Insured Person in the Schedule shall be covered under this Policy. We will not cover any person above the Age 66 for an annual policy and 67 for a 2 year policy.

#### Notification of Claim

- c) We must be informed of any event or occurrence that may give rise to a claim under this Policy with in 14 days of the diagnosis of the first occurrence of the Critical Illness. You can intimate us through letter, email, fax or telephone.

#### Supporting Documentation & Examination

- d) The Insured Person shall provide Us with any documentation and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 60 days of first diagnosis of the Critical Illness or within 10 days of the earlier of our request. Such documentation will include but is not limited to the following in English/Hindi

- i) Our claim form, duly completed and signed for on behalf of the Insured Person.
- ii) All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
- iii) A precise diagnosis for which a claim is made.

If any time period is specifically mentioned against the Critical Illness for which the claim is made, then those documents/medical reports should be submitted to Us within 45 days of the completion of such period.

- e) The Insured Person additionally hereby consents to

- i) The disclosure to Us of documentation and information that may be held by medical professionals and other insurers.
- ii) Being examined by any Medical Practitioner We authorise for this purpose when and so often as We may reasonably require. We will bear the reasonable cost towards performing such medical examination(at the specified location) of the insured person

#### Claims Payment

- f) We shall be under no obligation to make any payment under this Policy unless We have been provided with the documentation and information We have requested to establish the circumstances of the claim, its quantum or Our liability for it, and unless the Insured Person has complied with his obligations under this Policy.
- g) We will only make payment to or at your direction. If an Insured Person submits the requisite claim documents and information along with a

declaration in a format acceptable to Us of having incurred the expenses, this person will be deemed to be authorised by You to receive the concerned payment. In the event of the death of You or an Insured Person, We will make payment to the Nominee (as named in the Schedule).

- h) The payments under this Policy shall only be made in Indian Rupees within India.

**Fraud**

- i) If any claim is in any manner dishonest or fraudulent, or is supported by any dishonest or fraudulent means or devices, whether by You or the Insured Person or anyone acting on behalf of You or an Insured Person, then this Policy shall be void and all benefits paid under it shall be forfeited.

**Subrogation**

- j) You and/or the Insured Person shall at Your own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which We are or would become entitled upon Us making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Neither You nor the Insured Person shall prejudice these subrogation rights in any manner and shall at Your own expense provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery We make pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and our costs and expenses of effecting a recovery, whereafter We shall pay any balance remaining to You.

**Alterations to the Policy**

- k) This Policy constitutes the complete contract of insurance. This Policy cannot be changed or varied by anyone (including an insurance agent or broker) except Us, and any change We make will be evidenced by a written endorsement signed and stamped by Us.

**Renewal**

- l) This Policy will automatically terminate at the end of the Policy Period and we are under no obligation to give intimation in this behalf. In the event that we receive an application for renewal, we may renew the Policy on the terms as to premium and otherwise as offered by us at that point in time. In respect of all applications for renewal received by Us before the end of the Policy Period, subject to the afore stated, We will ordinarily offer renewal terms unless We believe that You or the Insured Person or anyone acting on Your behalf or on behalf of an Insured Person has acted in a dishonest or fraudulent manner under or in relation to this Policy or the renewal of the Policy poses a moral hazard. We shall in all cases be entitled to call for and receive any information or documentation before agreeing to renew the Policy.

We will provide a grace period of 15 days for renewing the policy. If policy is renewed within 15 days from the due date of renewal, the policy cover will be considered continuous in terms of continuity benefits such as waiting periods and coverage of pre-existing diseases. To avoid any confusion any claim incurred during break-in period will not be payable under this policy. The policy shall lapse after the expiration of the grace period.

We may vary the renewal premium payable with the approval of the IRDA.

**Notices**

- m) Any notice, direction or instruction under this Policy shall be in writing and if it is to
- i) Insured Person, then it shall be sent to You at Your address specified in the Schedule and You shall act for Insured Person for these purposes.
  - ii) Us, it shall be delivered to Our address specified in the Schedule. No insurance agents, brokers or other person or entity is authorised to receive any notice, direction or instruction on Our behalf unless We have expressly stated to the contrary in writing. Proof of delivery of such notices shall be retained by the Insured and furnished to Us as and when demanded.

**Dispute Resolution Clause**

- n) Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing jointly by You and Us or if we cannot agree upon a single arbitrator to be appointed within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by You and Us respectively and the third arbitrator to be appointed by the two arbitrators, which arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act , 1996, as amended from time to time and for the time being in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provide, if We have disputed liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrators of the amount of the loss or damage shall be first obtained.

**Termination**

- o) You may terminate this Policy at any time by giving Us written notice, and the Policy shall terminate when such written notice is received. If no claim has been made under the Policy, then We will refund premium in accordance with the table below

Length of time Policy in force	Refund of premium
Up to 1 month	75%
Up to 3 months	50%
Up to 6 months	25%
Exceeding 6 months	0%

- p) If We believe that You or the Insured Person or anyone acting on Your behalf or on behalf of an Insured Person has acted in a dishonest or fraudulent manner under or in relation to this Policy or the continuance of the Policy poses a moral hazard then We may terminate this Policy upon 30 days notice by sending an endorsement to Your address shown in the Schedule without refund of premium.
- q) The Policy shall automatically terminate upon the occurrence of Critical Illness, without prejudice of our obligation to make payment, with reference to that Insured Person.

**Interpretations & Definitions**

The terms defined below have the meanings ascribed to them wherever they appear in this Policy and, where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same

Def. 1. Age or Aged means completed years as at the Commencement Date.

Def. 2. Commencement Date means the commencement date of this Policy as specified in the Schedule.

Def. 3. Critical Illness means Cancer, Coronary Artery (Bypass) Surgery, First Heart Attack (Myocardial Infarction), Kidney Failure (end stage renal disease), Major Organ Transplantation, Multiple Sclerosis, Paralysis, Stroke, Aorta Graft Surgery, Primary Pulmonary Arterial Hypertension, Heart Valve Replacement, Benign Brain Tumor, Parkinson's Disease, Alzheimer's Disease and End Stage Liver Disease; all as defined below

only and each is only effective if shown in the Schedule

i) Cancer

A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. Diagnosis must be confirmed by a specialist Medical Practitioner and evidenced by definite histology. Cancer also includes Leukemia and malignant diseases of the lymphatic system such as Hodgkin's Disease.

Excluded are

- Any CIN stage (cervical intraepithelial neoplasia)
- Any pre-malignant tumour
- Any non-invasive cancer (cancer in situ)
- Prostate cancer stage 1 (T1a, 1b, 1c)
- Basal cell carcinoma and squamous cell carcinoma
- Malignant melanoma stage IA (T1a N0 M0)
- Any malignant tumour in the presence of any Human Immunodeficiency Virus.

ii) Coronary Artery (Bypass) Surgery

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography and realisation of the surgery must be confirmed by a specialist Medical Practitioner.

Excluded are

- Angioplasty
- Any other intra-arterial procedures
- Key-hole surgery

iii) Heart Attack (Myocardial Infarction)

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. Diagnosis must be confirmed by a specialist Medical Practitioner and evidenced by all of the following criteria

- New characteristic electrocardiogram changes
- Elevation of infarction specific enzymes, Troponins or other biochemical markers

Excluded are

- Non-ST-segment elevation myocardial infarction (NSTEMI) with only elevation of Troponin I or T
- Other acute Coronary Syndromes (e.g. stable/unstable Angina pectoris)

iv) Kidney Failure (End Stage Renal Disease)

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

v) Major Organ Transplantation

The actual undergoing of transplantation as the recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow. Realisation of the transplantation must be confirmed by a specialist Medical Practitioner.

vi) Multiple Sclerosis

Unequivocal diagnosis of Multiple Sclerosis by a specialist Medical Practitioner evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings.

The diagnosis must be confirmed by a specialist Medical Practitioner and evidenced by all of the following criteria

- Typical clinical symptoms (neurological abnormalities) of demyelination manifested as an impairment of motor & sensory functions.
- The diagnosis must establish that the Insured Person has exhibited these clinical symptoms (neurological abnormalities) that have existed for a continuous period of at least 6 calendar months or at least 2 clinically documented episodes at least 30 days apart.
- Characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.

vii) Paralysis

Total and irreversible loss of use of two or more limbs through paralysis due to Accident or Illness of the spinal cord. These conditions must be medically documented by a specialist Medical Practitioner for at least 90 days.

Excluded is

- Paralysis due to Guillain-Barré-Syndrome

viii) Stroke

Any cerebrovascular incident producing permanent neurological sequelae and including infarction of brain tissue or haemorrhage or embolisation from an extracranial source.

Diagnosis must be confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CCT Scan or MRI of the brain. Evidence of neurological deficit for at least 90 days must be produced.

Excluded are

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Neurological symptoms due to migraine
- Lacunar strokes without neurological deficit

Def. 4. **Insured Person** means the person named in the Schedule.

Def. 5. **Illness** means a sickness (a condition or an ailment affecting the general soundness and health of the Insured Person's body) or a disease (affliction of the bodily organs having a defined and recognised pattern of symptoms) or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment. For the avoidance of doubt, Illness does not mean and this Policy does not cover any mental illness or sickness or disease (including but not limited to a psychiatric condition, disorganisation of personality or mind, or emotions or behaviour) even if caused by or aggravated by or related to an Accident or Illness.

Def. 6. **Medical Practitioner** means a person who holds a qualification in medicine from a recognised institution and is registered and licensed by a state council, governed by the Medical Council of India, in which he operates and is practicing within the scope of such license and will include (but is not limited to) physicians, specialists and surgeons who satisfy the aforementioned criteria.

- Def. 7. **Policy** means Your statements in the proposal form, this policy wording (including endorsements, if any), and the Schedule (as the same may be amended from time to time).
- Def. 8. **Policy Period** means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.
- Def. 9. **Policy Year** means a year following the Commencement Date and its subsequent annual anniversary.
- Def. 10. **Sum Insured** means the sum shown in the Schedule which represents Our maximum liability for the Insured Person for any and all benefits claimed for during the Policy Period.
- Def. 11. **We/Our/Us** means the HDFC ERGO General Insurance Company Limited
- Def. 12. **You/Your/Policyholder** means the person named in the Schedule who has concluded this Policy with Us.

#### Schedule of Benefits - Critical Illness

Plan	Silver
Sum Insured	As mentioned in the Schedule
<b>Critical Illness covered</b>	
1. Heart Attack (Myocardial Infarction)	✓
2. Coronary Artery Bypass Surgery	✓
3. Stroke	✓
4. Cancer	✓
5. Kidney Failure	✓
6. Major Organ Transplantation	✓
7. Multiple Sclerosis	✓
8. Paralysis	✓

\*Critical Illness benefit is payable only Once during the lifetime of the policy

#### CRITICAL ILLNESS - 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:

- Our website : [www.hdfcergo.com](http://www.hdfcergo.com)
- Email : [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)
- Telephone : 022 – 66383600 / 1800-226-226 / 1800-2700-700
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the grievance 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 Grievance Cell,

HDFC ERGO General Insurance Company Ltd  
6th Floor,  
Leela Business Park,  
Andheri Kurla Road,  
Andheri , Mumbai - 400059

If You are not satisfied with Our redressal of Your grievance through one of the above methods, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of Ombudsman offices are mentioned below.

#### Ombudsman Offices

Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001.
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, LaneOpp. Saleem Function Palace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerla, Karnataka	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

**STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION.**