

HDFC Standard Life Insurance Company Limited  
HDFC SurgiCare Plan

01/01/2009

Mrs. Ashwini Hiralal Rathod  
12, Kanchan Apartment  
Rajaji Path  
Lane No. 3, Dombivili  
Thane 421201

**Dear Mrs. Ashwini Hiralal Rathod,**

**Sub: Your Policy no. 10023654**

We are glad to inform you that your proposal has been accepted and the Insurance Policy has been issued. We have made every effort to design your Policy information in a simple format. We have highlighted items of importance so that you may recognize them easily.

**Policy documents:**

As an evidence of the insurance contract between HDFC Standard Life and you, the Insurance Policy is enclosed alongside. Please preserve this document safely and also inform your nominees about the same. We are also enclosing alongside a copy of your proposal form and other relevant documents submitted by you for your information and records.

**Option to return:**

In case you are not agreeable to any of the provisions stated in the Policy or the details in the proposal form, you have the option of returning the Policy to us, stating the reasons thereof, within 15 days from the date of receipt of the Policy. On receipt of your letter, along with the original Policy documents, we shall arrange to refund the premium paid by you, subject to deduction of the proportionate risk premium for the period of cover and the expenses incurred by us on any medical examinations and stamp duty charges. A Policy once withdrawn shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

**Contacting us:**

The address for correspondence is given on the first page of the Policy document. To enable us to serve you better, you are requested to quote your Policy number in all correspondences. In case you are keen on knowing more about our products and services, we would request you to talk to your Certified Financial Consultant, who has advised you while taking this Policy. We have also put in place a grievance redressal mechanism for Policyholders. You can reach our Grievance Redressal Officer at [grievance@hdfcinsurance.com](mailto:grievance@hdfcinsurance.com) or at the Corporate Office address mentioned below.

In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region, whose address is available on our website [www.hdfcinsurance.com](http://www.hdfcinsurance.com).

Thanking you once again for choosing HDFC Standard Life and looking forward to serving you in the years ahead.

Yours sincerely,

Metilda Stanley.  
Senior Vice President - Operations

**Correspondence Address: [Branch Address]**

Corporate Office: 'Trade Star', 2nd Floor, 'A' Wing, Junction of Kondivita and M.V.Road, Andheri-Kurla Road, Andheri (East), Mumbai 400059, INDIA. Tel: (Board) 28220055 / 67516666 Fax: 28229998 / 28222414..

Registered Office: Ramon House, H T Parekh Marg, 169 Backbay Reclamation, Mumbai 400 020, INDIA.

HDFC Standard Life Insurance Company Limited  
HDFC SurgiCare Plan

**HDFC SURGICARE PLAN**

**Unique Identification Number: <101N043V01>**

This Policy is the evidence of a contract between HDFC Standard Life Insurance Company Limited ('We') and the Policyholder ('You') as described in the policy schedule here under written. This Policy is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, applicable medical evidences and other information received by the Company from the Policyholder or on behalf of the Policyholder. This Policy is effective upon receipt, by the Company, of the consideration payable as First Premium under the Policy. This Policy is written under, and will be governed by, the applicable laws In-Force in India and all premiums and benefits are expressed and payable in Indian Rupees.

**HDFC SURGICARE PLAN – POLICY SCHEDULE**

**POLICY NUMBER:** 10123654  
**DATE OF COMMENCEMENT OF POLICY:** 01/01/2009  
**DATE OF ISSUE OF POLICY:** 01/01/2009  
**POLICY HOLDER:** Mrs. Ashwini Hiralal Rathod  
12, Kanchan Apartment  
Rajaji Path  
Lane No. 3, Dombivili  
Thane 421201  
**LIFE ASSURED:** Mrs. Ashwini Hiralal Rathod  
**DATE OF BIRTH:** 01/09/1976  
**AGE ON COMMENCEMENT OF POLICY (In Years):** 32  
**AGE ADMITTED:** Yes  
**Option Chosen:** **Option A: Surgical Benefit with Hospitalisation Cash**  
**INSTALLMENT PREMIUM:** Rs.4,297\*  
**FREQUENCY:** Annually from the date of Commencement  
Final premium due on 01/01/2029  
**MODE:** SI  
**SUM ASSURED:** Rs.200,000  
**TERM:** 20 years  
**BENEFITS:** The benefits are detailed in the Schedule titled *Schedule of Benefits* and are governed by standard policy provisions.

**ADDRESS FOR CORRESPONDENCE:** **HDFC Standard Life Insurance Company Ltd**  
**5<sup>th</sup> Floor, Eureka Towers, Mindspace Complex, Link Road, Malad (West), Mumbai 400 064**  
**Tel: 022-28442425,**  
**Fax: 022-28442433**  
**Email: [response@hdfcinsurance.com](mailto:response@hdfcinsurance.com)**

- Installment premium is inclusive of Service Tax and Education Cess.

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<b>SCHEDULE OF BENEFITS</b>		
<b>Benefit(s)</b>	<b>Initial Sum Assured (Rs)</b>	<b>Expiry/Maturity Date (dd/mm/yyyy)</b>
Surgical Benefit	2,00,000	01/01/2029
Hospitalisation Cash Benefit	2,00,000	01/01/2029
Initial Sum Assured will escalate by 5% per annum (simple addition) each year. This escalated Sum Assured will be known as Annual Sum Assured. The escalation is capped at 50% of the initial Sum Assured. The benefits are described in Provision 3.		

**SPECIFIC EXCLUSION**

“This policy permanently excludes any claims with respect to treatment whether directly or indirectly caused by, or attributable to \_\_\_\_\_ or its complications”

<b>NOMINATION SCHEDULE Effective Date: 01/01/2009</b>	
<b>Name:</b>	Pradip Rathod
<b>Date of Birth:</b>	22/01/1986
<b>Percentage:</b>	100
<b>Address:</b>	8B Laxmi Building, Dadar, Mumbai – 400038, Maharashtra
<b>DETAILS OF APPOINTEE</b> (Applicable where the Nominee is a minor)	<b>Notes:</b> ‘N.A.’ denotes ‘Not Applicable’. The benefits payable specified above are subject to the relevant policy provisions. In the event of death of the Life Assured, the Appointee shall be entitled to receive the money secured by the Policy on behalf of the Nominee during the Nominee’s minority. This Nomination Schedule replaces all previous Nomination Schedules issued prior to the effective date noted above.
<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Address:</b>	

Signed at Mumbai on 10 June 2008  
For HDFC Standard Life Insurance Company Limited

Authorised Signatory

**SPACE FOR ENDORSEMENTS**

Sample

## HDFC SURGICARE PLAN

### STANDARD POLICY PROVISIONS

Unique Identification Number: <101N043V01>

#### 1. General

Your Policy will provide a guaranteed amount on undergoing any of the surgeries listed below, during the term of the Policy. In case you have chosen option A, a guaranteed amount will be payable on Hospitalisation in addition to the Surgical Benefit. The amount payable is specified in the Policy schedule. Your Policy is non-participating and no bonuses will be added to the benefits.

#### 2. Definitions

*Company, Insurer, Us, We* – means HDFC Standard Life Insurance Company Limited.

*Diagnosis* – means the act or process of identifying or determining the nature and cause of a disease or injury through evaluation of patient history, examination, and review of laboratory data.

*Due dates* – means the dates at which Regular Premiums are due to be paid by you.

*Expiry/Maturity Date* – means the date on which the term of the Policy ends and is the date when the Surgical and Hospitalisation Benefit, if chosen, cover ceases.

*Hospital* – means any institution established for indoor care and treatment of sickness and / or injuries and which:

i) has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner; or

ii) should comply with the minimum criteria as under:

(1) should have at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;

(2) has fully qualified nursing staff and also registered qualified Medical Practitioner(s) under its employment round the clock;

(3) has a fully equipped operation theatre of its own where surgical procedures are carried out;

(4) Maintains daily records of patients and will make these accessible to the Company's authorized personnel.

For the purpose of this definition, the term "Hospital" shall not include an establishment, which is operated primarily as a convalescent OR a place of rest OR a sanatorium, a place for the aged, a place for drug-addicts or place of alcoholics, a rehabilitation center, a hotel or any other like place.

*Hospitalisation* – means admission in a hospital as defined under this policy upon the written advice of a registered and qualified Medical Practitioner for the purpose of necessary medical treatment of an illness or injury.

*Intensive Care Unit* – means a section, ward or wing of a Hospital which is under the constant supervision of an intensive care unit specialist, and which is

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specially equipped for the treatment of patients requiring intensive care 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.

*Initial Sum Assured* – means the sum assured as stated in the Policy Schedule for the first year.

*Life Assured* – means the person on whose life the contingent events have to occur for the benefits to be payable. The Life Assured must be the policyholder.

*Policyholder, You* - means the Policyholder stated in the Policy Schedule.

*Pre-existing medical condition* – means any medical condition or related condition (e.g. illness, symptoms, treatments, pains, etc) that have arisen prior to the commencement of this coverage, irrespective of whether medical treatment was sought. Any such condition or related condition that the insured person knows, knew or could be assumed to have known, will be deemed to be pre-existing. Any sickness, illness, complication or ailment arising out of the pre-existing condition will also be deemed to be pre-existing.

*Surgical Procedure* – means any manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.

*Rate Up* – means any policy that is not acceptable under our standard terms, and where a higher premium rate is required based on the result of underwriting.

### 3. Benefits

If you pay the premiums that are due, we will pay the following benefits to you or to any other person who is entitled to receive them:

#### On Maturity

There is no benefit payable on maturity of the policy.

#### On Death

There is no benefit payable on the death of the life assured.

However, on death of the Life Assured, before settlement of an existing valid claim, as described in "Prerequisites for Payment of Benefits on Surgeries and Prerequisites for Payment of Benefits on Hospitalisation", the benefits may be paid to a previously nominated party.

#### On Surrender

There is no benefit payable on the surrender of the policy.

#### On Paid-Up

There is no paid up benefit under this policy.

#### On Surgeries

Following the Life Assured undergoing any of the surgical procedures covered by the policy:

- The percentage of Annual Sum Assured, as defined for the surgery undergone, will be paid.
- The policy will continue for the remainder of the policy year, with the coverage equal to the balance of the Annual Sum Assured. On the next policy anniversary the coverage will be reset to the Annual Sum Assured.

Surgeries covered under the plan are:

Sr. No	Surgery Description	Payout % of Annual Sum Assured
<b>Grade A</b>		
1	Cornea transplantation due to Trauma (for each eye)	25
2	Open Reduction and Fixation for Compound Fracture of Mandible	25
3	Open Reduction of Hip Dislocation	25
4	Traumatic Amputation of lower limb- Below Knee level	25
5	Traumatic Amputation of upper limb- Below elbow level	25
6	Surgery to remove cerebral tumours (benign)	25
7	Drainage of pericardium	25
8	Incision of pericardium	25

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9	Drainage of extradural space	25
10	Drainage of lesion of tissue of brain	25
11	Drainage of subdural space	25
12	Excision of lesions(other than tumours) of tissue of brain	25
13	Excision of the pituitary gland	25
14	Stereotactic ablation of tissue of brain	25
15	Placement of prosthesis in oesophagus	25
16	Open Surgery for treatment of Peptic Ulcer	25
17	Total Thyroidectomy	25
<b>Grade B</b>		
18	Reduction and Fixation with Bone Graft for Major Craniofacial Trauma	50
19	Reconstruction surgery due to major burns(>25% body surface area)	50
20	Facial reconstruction surgery due to major trauma	50
21	Major Repair of Multiple Ruptures in Abdominal cavity due to trauma	50
22	Operation for Compound Fracture with Dural Penetration	50
23	Total prosthetic replacement of hip joint due to trauma	50
24	Total prosthetic replacement of knee joint due to trauma	50
25	Traumatic Amputation of lower limb- Above Knee level	50
26	Traumatic Amputation of upper limb- Above elbow level	50
27	Radical Vulvectomy for Malignant Condition of Vulva	50
28	Parotidectomy for Malignant Tumour	50
29	Radical Excision of Malignant Bone Tumour	50
30	Orchidectomy for Malignant Testis Tumour	50
31	Wide Excision and Major Reconstruction of Malignant Mouth Tumor	50
32	Excision of pericardium	50
33	Replacement of aortic valve	50
34	Replacement of mitral valve	50
35	Replacement of pulmonary valve	50
36	Replacement of tricuspid valve	50
37	Clipping of Aneurysm/Arterio-Venous Malformation in Brain,	50
38	Excision of pineal gland	50
39	Graft to cranial nerve	50
40	Intracranial transection of Cranial nerve	50
41	Operations on Surbaracahnoid space of brain	50
42	Osteoplastic Craniotomy/Extensive Craniotomy for Intracranial Haemorrhage	50
43	Permanent Artificial opening into stomach	50
44	Bypass for Portal Hypertension	50
45	Open operations on varices of oesophagus	50
46	Partial Lobectomy/Segmental Resection for various liver lesions (other than tumours)	50



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47	Open surgery for partial resection of colon for malignant tumour	50
48	Nephrectomy due to medical advice (not as a transplant donor)	50
49	Open Lobectomy of Lung	50
50	Partial Extirpation of Bronchus	50
51	Partial or Total Pharyngectomy	50
52	Pleurectomy or Pleural decortication	50
53	Excision of acquired Cholesteatoma	50
<b>Grade C</b>		
54	Abdomino-Perineal Resection for Malignant Anal Tumour	75
55	Decompression/Removal via Craniotomy for Intra and extra cerebral Malignant Brain Tumour	75
56	Glossectomy with Radical Neck Dissection for Malignant Tongue Tumour	75
57	Laryngectomy with Radical Neck Dissection/Block Dissection for Malignant Tumour	75
58	Surgery for Malignant Liver tumour	75
59	Total Esophagectomy for Malignant Tumour	75
60	Total Pelvic Exenteration for Malignant Conditions	75
61	Total Pharyngectomy for Malignant Tumour	75
62	Carotid Endarterectomy	75
63	Coronary Artery Bypass Graft for Coronary Disease	75
64	Excision and Insertion of Graft for Aortic Aneurysm	75
65	Replacement of more than one cardiac valve under single anaesthesia	75
66	Excision of stomach and oesophagus (other than tumours)	75
67	Partial Gastrectomy (other than tumours)	75
68	Partial Pancreatectomy	75
69	Total excision of oesophagus (other than tumours)	75
70	Open surgery for complete resection of colon for malignant tumour	75
71	Total excision of stomach	75
72	Total Cystectomy for Malignant Bladder Tumour	75
<b>Grade D</b>		
73	Pancreatico-Duodenectomy for Malignant Tumour	100
74	Combined Heart-Lung Transplant	100
75	Isolated Heart Transplant	100
76	Pulmonary Artery Embolectomy using Cardiopulmonary Bypass	100
77	Triple Bypass for Malignant Pancreatic Tumour	100
78	Renal Transplant as recipient for Complete Renal Failure	100
79	Pneumonectomy or Pleuropneumonectomy - total lung of one side	100
80	Total Laryngectomy	100
81	Transplantation of Lungs	100
82	Bone Marrow Transplant	100

**Prerequisite for Payment of Benefits on Surgeries:**

Before we pay the benefits under your Policy we will require to be satisfied that:

- This benefit is payable only when the life assured first undergoes one of the surgeries covered under the plan.
- If a claim occurs, which would cause the aggregate annual level of payouts to exceed the Annual Sum Assured, the payout for that claim will be limited to such a level as not to breach the Annual Sum Assured.
- The benefit will terminate if 300% of the Sum Assured has been paid since the date of inception of the policy. This works on a percentage (not monetary) basis. Any claim that would cause the aggregate level of payments since inception to exceed 300% of Sum Assured will be reduced to such a level as not to breach the Annual Sum Assured.
- In case of option A, hospitalisation benefit will continue even if the surgical benefit is exhausted.
- Unused benefit from one policy year cannot be carried forward to subsequent years.
- All claims must be filed, with required claim documents, within 60 days of the day of discharge from the hospital (excluding the day of discharge).
- No claims will be payable within the first 90 days of the contract, or policy revival.
- In the case of multiple surgeries under the same dose of anesthesia, the payout is limited to a single surgery with the highest payout (as % of Annual Sum Assured). If both surgeries have the same level of cover, then we will only pay for one.
- Only one claim can be made against each surgery during the lifetime of the insured.

**On Hospitalisation**

The Hospitalisation Benefit is allowed only if plan Option A is chosen on inception of the policy. The Hospitalisation Benefit is based on same Sum Assured as the common Surgical Benefit, and is payable in the event that the life assured spends a period of time in hospital.

Following Hospitalisation of the insured for at least 48 continuous hours<sup>1</sup>:

- 1% of the Annual Sum Assured, as defined for the Surgical Benefit, will be paid for each subsequent day of hospitalisation.
- If the insured is admitted into an intensive care unit (ICU) for necessary medical treatment, then a further 1% of Annual Sum Assured will be paid for each day spend in the ICU.

**Prerequisite for Payment of Benefits on Hospitalisation:**

- No payment will be made for the first 48 hours of hospitalisation.
- Any period between 4 hours and 24 hours, following the initial 48 hours of hospitalisation, will be treated a one day.
- In the event there is ICU benefit and Hospital Cash benefit payable in one claim then we will calculate the claim for ICU first and pay hospital cash for the balance number of days.
- No claims will be payable within the first 90 days of the contract, or policy revival.

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<sup>1</sup> Transfer from one hospital to the other will be treated as continuous if a valid proof of justifying such transfer is submitted by the policy holder.

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- The maximum number of hospitalisation days that can be claimed for in any one policy year is limited to 30 days in the first policy year, and 60 days in subsequent policy years. Each day spend in an ICU is counted as two days under these limits.
- Unused benefit from one policy year cannot be carried forward to subsequent years.
- The maximum number of hospitalisation days that can be claimed for over the lifetime of the policy is limited to 360 days. Each day spend in an ICU is counted as two days under this limit.
- Surgical benefit will continue even if the hospitalisation benefit is exhausted.
- If a claim occurs that would cause the aggregate number of claim days to exceed either the annual or lifetime limits, then the number of days for that claim will be limited to such a level as not to breach the limits.

and in addition:

- we must be notified in writing of the surgery or hospitalization immediately and in no case later than 60 days from the date of discharge (excluding the date of discharge); and all relevant documents in support of your claim have been provided to our satisfaction. These would normally include the fully completed claim form; and original Policy document; Verified photocopy of the TPA ID card; Verified photocopy of the hospitalization discharge card/summary, Verified photocopy of the hospitalization invoice along with the itemized invoice and corresponding payment receipts (for type of accommodation & also admission/discharge times), Surgical summary (in case the claimant has undergone a surgery) verified by the operating surgeon, Verified photocopies of all the supporting diagnostic reports and prescriptions. Depending on the circumstances of the surgery, hospitalisation or other circumstance giving rise to the claim, further documents may have to be provided as we might reasonably require.

#### **4. Payment and Cessation of Premiums**

- (i) The first premium must be paid along with the submission of your completed application. Subsequent premiums are due in full on the date (s) (called here the "Due Dates") and at the frequency set out in your Policy schedule. We will not accept part payment of the premium.
- (ii) If any premium remains unpaid after the fifteen days grace period following the Due Date, we may lapse your Policy with effect from the Due Date of the first unpaid premium.

#### **5. Non-SI/ECS Charge**

Non SI/ECS mode is available only if the premiums are paid annually. 10% extra of the premium will be charged for all non-SI/ECS premium payments.

#### **6. Large Sum Assured Discount**

Policies having Initial Sum Assured greater than Rs 2,00,000 will be entitled to a discount of 35%; and this shall be on the excess of the actual premium over the premium corresponding to a Sum Assured of Rs 2,00,000 (all other parameters – age, gender, term, payment method and payment frequency – being the same).

Policies that are rated up are not eligible for the large Sum Assured discount.

#### **7. Premium Review and Guarantee**

The premium rate is guaranteed for a period of three years from the date of purchase of the plan. We may review the premium rates at the end of three years, and every three years thereafter.

Post review, in case there is any change in the premium rates, the same will be made applicable to the policy from the next policy anniversary immediately following the date of review.

In case there is any change in premium post review, the same will be guaranteed for a period of three years from the date of review.

Any change in the premium rate as intimated to IRDA will be communicated to you.

#### **8. Free Look in Period**

You will have the option to cancel the contract within fifteen days of receiving the policy documents.

HDFC Standard Life will refund the below mentioned amount:

- premium amount received
- less stamp duty paid

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- less cost of cover for the period under cover
- less medical costs incurred.

### **9. Revival**

The policy can be revived within one year from the date of lapsation, either by undergoing a full medical underwriting, if required by us, and by paying the applicable premium arrears along with the revival charges.

No more than one revival will be permitted over the life time of the plan.

The cost of medicals for underwriting will be borne by you and we will charge a policy revival fee at the time of revival.

### **10. Waiting Period**

This plan has a waiting period of 90 days from the date of inception or issue of policy or revival whichever is later. No claim will be paid during this waiting period.

### **11. Loans**

There is no facility of loans from us against this contract.

### **12. Assignments and Nominations**

Any change in nomination must be notified in writing to us at our Correspondence Address noted in your Policy schedule. The policy can not be assigned.

### **13. Exclusions:**

We shall not be liable to pay any benefit indicated in the policy schedule if the surgical procedure or hospitalisation is caused directly or indirectly by the following:

- Any surgery that has already been performed prior to the policy commencement.
- Surgery for correction of birth defects or congenital anomalies.
- Hospitalisation for diagnostic, laboratory or routine examinations.
- Hospitalisation for organ donation.
- Hospitalisation for the sole purpose of physiotherapy, or any other ailment for which hospitalisation is not warranted.
- Hospitalisation or surgery in respect of Cosmetic or aesthetic treatments or any description, change of gender surgery or plastic surgery (unless such plastic surgery is necessary for the treatment of illness or bodily injury as a direct result of the insured event and performed within 6 months of the same).
- Removal of any material implanted in a former surgery prior to the commencement date.
- Hospitalisation or surgery in respect of dental treatment of any kind, unless necessitated by accidental bodily injury.

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- Any sickness classes as an Epidemic by the Central or State Government.
- Intentionally self-inflicted injury or attempted suicide, irrespective of mental condition.
- Alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner.
- War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.
- Any natural peril.
- Taking part in any flying activity, other than as a passenger in a commercially licensed aircraft.
- Taking part in any act of a criminal nature.
- Pregnancy and childbirth and any sequels or complications arising there from.
- Pre-existing conditions unless stated in the proposal form and specifically accepted by the Company.
- Any sexually transmitted disease, or any condition related to HIV or AIDS
- Unreasonable failure to take medical advice<sup>2</sup>.
- Any treatment of a donor for the replacement of an organ.
- Treatment for injuries or illnesses caused by avocations/activities such as hunting, mountaineering, steeple chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, and deliberate exposure to exceptional danger
- Hospitalisation or surgery in respect of non allopathic/western methods of treatment.
- Treatment of a purely experimental nature. Where Experimental, Investigational or Unproven Treatment/Services means - medical, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding Coverage in a particular case, is determined to be: A. Subject to formal review and approval by local medical authorities for the proposed use; or B. The subject of an ongoing clinical trial; C. Not demonstrated through prevailing pre-reviewed medical literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed. However, the Company, in its judgment, may deem an Experimental, Investigational or Unproven Service to be a Covered Health Service for treating a life threatening Sickness or condition if it is determined by the Company that the Experimental, Investigational or Unproven Service at the time of the determination: A. Is safe with promising efficacy; and B. Is provided in a clinically controlled research setting.
- Diagnosis or treatment outside India, except in case of emergency<sup>3</sup>.

#### 14. Incorrect Information and Non-disclosure

Your Policy is based on the application and declaration which you have made to us and other information provided by you/on your behalf. However, if any of the information provided therein is incomplete or incorrect, we reserve the right to vary the benefits, which may be payable and, further, if there has been non-disclosure of a material fact; section 45 of the Insurance Act applies.

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<sup>2</sup> The Policyholder has delayed medical treatment in order to evade the waiting period or other conditions and restrictions pertaining to the policy.

<sup>3</sup> Decision would be taken by us on case to case basis

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Under the provisions of Section 45 of the Insurance Act, 1938, the company is entitled to repudiate a policy on the ground that a statement made in the proposal or in any report of a medical officer or referee or friend of the insured or any other document leading to issue of the policy was inaccurate or false, before the expiry of 2 years from the effective date of the policy, and thereafter that if such false or inaccurate statement was on a material matter or suppressed facts were material to disclose and it was fraudulently made and the policy holder knew that the statement was false or was material to disclose.

**15. Insurance Legislation**

This Policy is subject to the Insurance Act 1938, as amended by the Insurance Regulatory and Development Authority Act, 1999, such amendments, modifications as may be made from time to time and such other relevant laws and regulations as may be introduced from time to time.

Sample