

Customer Information Sheet

MEDISERVE PROFESSIONAL INDEMNITY

This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
1	Product Name	Mediserve Professional Indemnity	NA
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN146RPLB0084V01202526	NA
3	Structure	State basis of Sum / Limit Insured: Indemnity Basis	NA
4	Interests Insured	Legal Liability and Claim expenses arising out of Professional Services of Doctors and Medical Establishments	NA
5	Sum Insured	<<as stated in the policy schedule>>	Policy schedule
6	Policy Coverage	<p>We will pay on Your behalf all sums which You become legally obligated to pay as Damages in respect of a Medical Incident, arising out of Your provision of Healthcare Services and Telehealth Services, to which this Policy applies, provided such Medical Incident occurs on or after the Retroactive Date and for which a Claim is first made against You and reported to Us during the Policy Period.</p> <p>We will also pay Claim Expenses resulting from any Claim arising out of Your provision of Healthcare Services and Telehealth Services</p>	Section I- Insuring Agreements

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
7	Add-on Cover	<<coverage & limits as stated in the policy schedule under add on section>>	Policy schedule
8	Loss Participa- tion	<<as per policy schedule>>	Policy schedule
9	Exclusions	<p>This policy will not indemnify the Insured in respect of any of the following:</p> <ol style="list-style-type: none"> 1. Property Damage Any Claim directly or indirectly arising out of, based upon, attributable to or as a consequence of, any Property Damage. 2. Delay Any Claim arising out of, based upon, attributable to or as a consequence of a delay in the performance of, and/or non-completion of any obligation to Patient, unless such a delay and/or noncompletion of any obligation arises from an actual or alleged negligent act, error or omission committed by the Insured in discharge of Healthcare Services and Telehealth Services. It is understood and agreed that any actual or alleged late delivery or delay shall not in itself constitute an actual or alleged negligent act, error or omission. 	Section III- Exclusions

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
		<p>3 Punitive Damages Any Claim arising out of, based upon, attributable to or as a consequence of: - fines, taxes, penalties, treble or other multiple compensatory Damages; or punitive or exemplary Damages; or - the return, restitution, or offset of fees, expenses or costs paid to the Insured; or - any other Damages which are</p> <p>4 Insolvency Any Claim made against the Insured, where all or part of such Claim is directly or indirectly based upon or attributable to the insolvency of the Insured.</p> <p>5 Intellectual Property Rights Any Claim arising out of directly or indirectly, based upon, attributable to or in any way connected with a Claim for any actual or alleged misappropriation, infringement or violation of any confidential information, copyright, patent, trademark, trade name, trade secret, Patient information, database rights or any other intellectual property rights</p> <p>6 Warranty Any Claim arising under any warranty or under any contractual obligation to the extent that the obligation gives rise</p>	

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		<p>to a Claim to which the Insured would not have been subject and/or to loss for which the Insured would not have been liable in the absence of the warranty or contract.</p> <p>7 Libel and slander Any Claim by reason of any libel or slander or malicious falsehood or any other sort of defamation by the Insured.</p> <p>8 Computer Virus Any Claim arising out of: - any computer viruses, worms or similar damaging or malicious electronically transmitted material or code, whether or not created or transmitted (directly or indirectly) by the Insured or - hacking denial of service attack or other computer misuse intended to cause damage to the Insured or anyone else, whoever the perpetrator.</p> <p>9 Loss of Document Any Claim in respect of loss, damage to or destruction of, or expenses incurred in the replacement or restoration of any Document.</p>	

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
		<p>10 Asbestos, Nuclear, Pollution and War Any Claim- directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.</p> <ul style="list-style-type: none"> - arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving, - ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. - arising out of, based upon, attributable to, as a consequence of, or in any way involving, directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants. 	

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		<p>- arising out of, based upon, attributable to, as a consequence of or in any way involving war (whether declared or not), civil war, acts of sabotage, force of arms, armed international action or civil disorder.</p>	
		<p>11 Terrorism Terrorism shall mean Loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. - For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.</p>	

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		<p>- This Exclusion also excludes loss of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this Exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.</p> <p>12 Intentional/Dishonest Acts Any Claim arising out of, based upon, attributable to or as a consequence of any intentional, dishonest, fraudulent or criminal act committed or any willful, intentional non-compliance by the Insured.</p> <p>13 Opioids And Narcotics The policy will not cover Injury, damage, cost, loss, liability or legal obligation arising out of or in any way related to: 1. the actual or alleged abuse, misuse, illicit use, overuse, unlawful distribution, diversion of and/or addiction to any: a) opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or</p>	

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		<p>b) controlled substance under the Narcotic Drugs and Psychotropic Substances Act, 1985 and / or Controlled Substance Act as amended from time to time or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;</p> <p>2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/ or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; and</p> <p>3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above.</p>	

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		<p>14 Electronic Smoking Device The policy will not cover liability, including all loss, cost and expense, directly or indirectly arising out of, resulting as a consequence of, or related to, and whether or not there is a related cause of loss which may have contributed concurrently or in any sequence to a loss, cost or expense from:</p> <p>1. Electronic smoking device including the design, manufacture, distribution, sale, maintenance, use, repair, or the inhalation of vapor delivered from an “electronic smoking device”. “Electronic smoking device” means a battery powered device that delivers a vaporized inhalable substance through a mouthpiece including but not limited to battery-powered Cigarettes, Pipes, Cigars, Hookahs, and Vaporizers, other than steam or mist inhalers.</p> <p>2. E-liquids and/or E-juice e.g. nicotine solutions, flavouring or any substance used in an Electronic smoking device</p>	

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		<p>15 Clinical Research or Clinical Trial Any Claim arising out of, based upon, attributable to or as a consequence of any Human Clinical Trial.</p> <p>16 Treatment Related To HIV/AIDS And Weightloss Exclusion Any Claim based upon, arising from or in consequence of Personal Injury which is actually or allegedly caused by, contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents or hepatitis C (HIV-C) or the use of drugs for weight reduction procedure/treatment</p> <p>17 Human T Cell Lymphotropic Virus Type III (HTLV 111) Or Lymphadenopathy Associated Virus (LAV) Any Claim arising from any condition directly or indirectly caused by or association with Human T cell Lymphotropic Virus Type III (HTLV 111) or Lymphadenopathy Associated Virus (LAV) or the mutants derives or variations thereof or in any way related to acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.</p>	

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
		<p>18 Genetically Modified Organisms Any liability arising out of actual or alleged loss of or Damages to property or liability whatsoever, directly or indirectly caused by or resulting from or contributed to/ by or in consequence arising out of storage, deposit, consumption, manufacture, sale, distribution, production, processing, existence, or use of Genetically Modified Organisms (“GMOs”). For the purpose of this exclusion, GMOs is defined as below:</p> <p>i) Organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they are derived, which are subjected to a genetic engineering process resulting in their genetic change,</p> <p>ii) Every biological or molecular unit which has self-replication potential, or biological or molecular unit with self-replication potential from which they are derived subjected to a genetic engineering process which resulted in its genetic change</p> <p>In the event that the definition of GMO under the applicable</p>	

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		<p>national/local legislations, laws, ethics, codes, rules and/or official regulations relating to genetic engineering or modification in any territory or jurisdiction in which a Claim is made is wider than the foregoing then such wider definition shall be deemed to be a part of this definition in addition to the foregoing</p> <p>19 TSE Exclusion Any liability arising out of actual or alleged loss or Property Damage or any liability whatsoever, directly or indirectly caused by or resulting from or contributed to/by or in consequence or arising out of transmissible spongiform encephalopathy (“TSE”), including but not limited to bovine spongiform encephalopathy (“BSE”) or new variant Creutzfeld-Jakob disease (“CJD”).</p> <p>20 Blood and Blood Products Any Claim based upon, arising from or in consequence of the operation of blood banks except where these are purely providing blood or blood products for the Healthcare Services and Telehealth Services</p>	

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
		<p>21 Claims arising out of Genetic Injuries caused by X-Ray Treatment/Diagnosis or Treatment with Radioactive Substances Any Claim arising out of, based upon, attributable to or as a consequence directly or indirectly arising related to Genetic Injuries caused by X-Ray Treatment OR any Diagnosis OR Treatment with Radioactive substances or directly or indirectly caused by or contributed to by:</p> <p>a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof</p> <p>22 Loss of a purely financial nature such as loss of goodwill, loss of market</p> <p>23 Any Claim based upon, arising from, or in consequences of the deliberate conscious or intentional disregard by Insured /or Insured's echnical and/ or technical management or the need to take all reasonable steps to</p>	

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		<p>prevent Claims.</p> <p>24 Any Claim based upon, arising from, or in consequences of any third-party public liability</p> <p>25 The performance of anaesthesia unless performed by a registered and qualified anaesthesiologist except for the performance by dentists and dental surgeons for any procedure carried out under general anaesthesia unless performed in a Hospital.</p> <p>26 Any Claim directly or indirectly arising out of cosmetic plastic surgery including but not limited to hair transplants, punch graft, flap rotation, silicone implants and / or similar surgeries referred to as cosmetics.</p> <p>27 Any Claim based upon, arising from, or in consequences of Healthcare Services and Telehealth Services rendered by the Insured prior to the Retroactive Date specified in the Schedule</p> <p>28 Any services performed beyond the scope of Healthcare Services and Telehealth Services rendered as a Doctor /or Medical Establishment under national legislation, ethical</p>	

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		<p>codes and rules.</p> <p>29 Personal Injury to any person under a contract of employment or apprenticeship with Insured when such Personal Injury arises out of the execution of such contract</p> <p>30 Any Claim based upon, arising from, or in consequences of Medical Malpractice for IVF and wrongful life Claims</p> <p>31 Any Claim based upon, arising from, or in consequences of any services rendered by an Insured while under the influence of intoxicants or drugs or any failure to render Healthcare Services and Telehealth Services competently or at all because of such influence.</p> <p>32 SANCTIONS No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions,</p>	

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		<p>laws or regulations of the European Union. This shall also apply to the trade or economic sanctions, laws or regulations enacted by the United Kingdom and the United States of America and India.</p> <p>33 Any Claim directly or indirectly arising out of, based upon, attributable to or because of, any Personal Injury beyond the scope of Healthcare Services and Telehealth Services.</p> <p>34 Any Claim directly or indirectly arising out of, based upon, attributable to or because of, any false arrest, wrongful eviction, wrongful detention and resulting in Personal Injury therefrom.</p>	
10	Special Conditions and Warranties (if any)	<as per policy schedule>	Policy schedule
11	Admissibility of Claim	<p>1 Intimation of a claim or any circumstances which may give rise to any claim should be reported immediately</p> <p>2 No admission, offer, promise or payment of liability without Insurer consent.</p> <p>3 Provide all such information and assistance to company which is required.</p>	NA

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number												
		<p>4 Company has right to defend the claim against Insured.</p> <p>Claim shall be paid as per following calculation:-</p> <table border="1" data-bbox="441 368 860 804"> <thead> <tr> <th data-bbox="441 368 717 416">Head</th> <th data-bbox="717 368 860 416">Example</th> </tr> </thead> <tbody> <tr> <td data-bbox="441 416 717 539">Legal liability as covered under the policy (a)</td> <td data-bbox="717 416 860 539">100000</td> </tr> <tr> <td data-bbox="441 539 717 587">Defense cost (b)</td> <td data-bbox="717 539 860 587">20000</td> </tr> <tr> <td data-bbox="441 587 717 671">total loss amount (c = a+b)</td> <td data-bbox="717 587 860 671">120000</td> </tr> <tr> <td data-bbox="441 671 717 719">Deductible (d)</td> <td data-bbox="717 671 860 719">10000</td> </tr> <tr> <td data-bbox="441 719 717 804">Net Payable amount (c-d)</td> <td data-bbox="717 719 860 804">110000</td> </tr> </tbody> </table>	Head	Example	Legal liability as covered under the policy (a)	100000	Defense cost (b)	20000	total loss amount (c = a+b)	120000	Deductible (d)	10000	Net Payable amount (c-d)	110000	
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Legal liability as covered under the policy (a)	100000														
Defense cost (b)	20000														
total loss amount (c = a+b)	120000														
Deductible (d)	10000														
Net Payable amount (c-d)	110000														
12	Policy Servicing - Claim Intimation and Proces	<ul style="list-style-type: none"> • Toll free / IVRS number of the Insurer 022 6158 2020 / 6234 6234 • Website - www.hdfcergo.com • Details of designated company officials to be contacted in time of claim Liability Claims Manager – email ID - care@hdfcergo.com • Details of procedure to be Followed for Turn Around Time (TAT) for claims settlement 	NA												

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
		<ol style="list-style-type: none"> 1 Registration of claim – T +1 days 2 List of requirement – 7 days from registration 3 Claim settlement / Denial = T+30 days (T = date of receipt of last documents) <ul style="list-style-type: none"> • Escalation Matrix when TAT is not satisfied <p>Email to – liabilityclaims@hdfcergo.com</p>	
13	Grievance Redressal and Policyholders Protection	<p>If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:</p> <ol style="list-style-type: none"> 1 Our Grievance Redressal Officer If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through: <ul style="list-style-type: none"> • Call Centre – 022 6158 2020 / 022-6234 6234 • Emails – grievance@hdfcergo.com • Contact Details for Senior Citizens: 022 6242 6226 Email ID: seniorcitizen@hdfcergo.com 	Grievance Redressal Procedure

Sr. No.	TITLE	DESCRIPTION (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
		<p>Designated Grievance Officer in each branch</p> <ul style="list-style-type: none"> • Company Website - www.hdfcergo.com • Courier - Any of our Branch office or corporate office <p>You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.</p> <p>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</p> <p>The Complaint & Grievance Redressal Cell ,HDFC ERGO General Insurance The Company Ltd. D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra</p>	

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		<p>In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address</p> <p>To the Chief Grievance Officer HDFC ERGO General Insurance The Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra e-mail: cgo@hdfcergo.com</p> <p>Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://bimabharosa.irdai.gov.in</p> <p>You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:</p>	

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		<ul style="list-style-type: none"> • 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 <p>You may also refer Our website www.hdfcergo.com”https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.</p>	
14	Obligations of the Policyholder	<ul style="list-style-type: none"> • To disclose all information correctly sought by the insurer at time of filling the proposal form • In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately • Non-disclosure of material information may affect the claim settlement. <p>Disclosure of other material information during the policy period.</p>	NA

Declaration by the Policyholder;

I have read the above and confirm having noted the details.

Place:

Date:

(Signature of the Policyholder)

Note:

1. Web-link of the product documents: <<<https://www.hdfcergo.com/download>>>
2. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.