

Home Guard Plus Policy – Policy Wording



WITH YOU ALWAYS

Policy Wordings

TATA AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements there to for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal filled and signed by the Policyholder, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule.

This Policy will only be in force if the Policy Schedule is signed by a person We have authorized.

For **Tata AIG General Insurance Company Limited**

Authorized Signatory

Tata AIG General Insurance Company Limited

Registered Office:

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Lower Parel, Mumbai- 400013, Maharashtra, India
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IRDA of India Registration No.:108
CIN: U85110MH2000PLC128425
UIN: TATHLIP21293V022021

Insurance is the subject matter of solicitation. For details on risk factors, terms and conditions, please read policy document carefully before concluding a sale.

SECTION 1: DEFINITIONS

We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Policy Schedule. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice-versa in both cases.

i. Standard Definitions

1. **Accident**, means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Break in policy** - occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.
3. **Congenital Anomaly** - means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - a) **Internal Congenital Anomaly** - Congenital anomaly which is not in the visible and accessible parts of the body.
 - b) **External Congenital Anomaly** - Congenital anomaly which is in the visible and accessible parts of the body.
4. **Condition precedent** - means a policy term or condition upon which the insurer's liability under the policy is conditional upon.
5. **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.
6. **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 Schedule of Section 56(1) of the said Act, OR complies with all minimum criteria as under:
 - a. has qualified nursing staff under its employment round the clock;
 - b. has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
 - c. has qualified medical practitioner (s) in charge round the clock;
 - d. has a fully equipped operation theatre of its own where surgical procedures are carried out
 - e. maintains daily records of patients and makes these accessible to the Insurance company's authorized personnel
7. **Hospitalisation** - means admission in a Hospital for a minimum period of 24 consecutive In patient Care hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
8. **Injury** - means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent , visible and evident means which is verified and certified by a medical practitioner.

9. Illness -

means a sickness or a disease or pathological condition leading to the impairment of normal physiological function 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:

- i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
- ii. it needs ongoing or long-term control or relief of symptoms
- iii. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
- iv. it continues indefinitely
- v. it recurs or is likely to recur

11. **Pre-existing Condition** means any condition, ailment, injury or disease:

- i. That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement; or
- ii. For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the

policy issued by the insurer; or its reinstatement

12. **Subrogation** -means 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.

13. **Renewal** - means 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 gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

14. **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 and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

ii. **Specific Definitions (Definitions other than as mentioned under Section 1 (i) above)**

1. **Act of Terrorism** – 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 organization(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.

2. **Age** - means completed years as at the Effective Date. For purpose of this Policy, the Eligible age is from 20 years to 65 years Policy.

3. **Bank** - means a banking company which transacts the business of banking in India or abroad

4. Cancellation (of Policy) - means the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.

5. Certificate of Insurance - means the document issued by Us detailing the effective date, Insured Person(s), benefits, sums insured, Deductible, Franchise, premium and more generally all special condition(s) and or endorsement(s).

6. Compensation - means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.

7. 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 ratable proportion of sum -insured .

This clause shall not apply to any benefit offered on fixed benefit basis.

8. Covered Disease/Illness/Sickness - means Disease/Illness/Sickness occurring more than Ninety (90) days after the Issue Date or Commencement Date or last reinstatement, whichever is later, of this Policy. For this purpose, Disease/ illness/Sickness has occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which will cause an ordinary prudent person to seek diagnosis, care or treatment.

9. Day - means a period of 24 consecutive hours

10. Physician/ 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 Homoeopathy 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.

Medical Practitioner will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured.

11. Diagnosis - means the definitive diagnosis made by a Physician as herein below defined, based upon such specific evidence, as referred to herein below in the definition of the particular Critical Illness concerned, or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, the Company shall have the right to call for an examination, of either the Insured or the evidence used in arriving at such diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such diagnosis shall be binding on both the Insured and the Company.

12. Eligible Children - means named dependent children including adopted and step children of the Insured Person between Ages five (5) years and eighteen (18) years twenty three (23) years if attending as a full time student an accredited Institution of Higher Learning) who are unmarried, who permanently reside with the Insured Person, and receive the majority of maintenance and support from the Insured Person.

13. Financial Institution- shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India

Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

- 14. IRDAI** – means Insurance Regulatory and Development Authority of India.
- 15. Insured Period(s)** - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed.
- 16. Insured Person** - means the Insured Person as detailed in the Policy Schedule.
- 17. Loan** - means the sum of money lent at interest or otherwise to the Insured Person by any Bank/Financial Institution as identified by the Loan Account Number referred to in this policy.
- 18. Nominee:** In case of death of the Insured Person, the Nominee means, unless stipulated otherwise by the Insured Person, the surviving Spouse or immediate blood relative of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted, followed by the Insured Person's legal heirs. For all other benefits, the Nominee means the Insured Person himself unless stipulated otherwise.

For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.

- 19. Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.
- 20. Principal Outstanding** means the principal amount of the Loan outstanding as on

the date of occurrence of Insured Event less the portion of principal component included in the EMIs payable but not paid from the date of the loan agreement till the date of the Insured Event/s. For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

- 21. Policy** - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, or riders.
- 22. Policyholder** - means the physical person(s) or the entity named in the Policy Schedule who is (are) responsible for payment of premiums
- 23. Professional Sport** - means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.
- 24. Proposal Form** - means any initial or subsequent Proposal / Declaration made by the Policyholder/ Insured Person and is deemed to be attached and which forms a part of this Policy.
- 25. Policy Schedule** - means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.

- 26. Sum Insured** - means the sum shown in the Schedule which represents Our maximum liability for any and all benefits claimed for during each Policy Year.

Sum Insured at time of Claim -

- a. Fixed Sum Insured- Sum Insured opted at inception of Policy.
- b. Variable Sum Insured- The Principal outstanding at time of claim.

- 27. Waiting Period:** means a period as given in the policy schedule which is calculated from the policy effective date. Any Claim due to or arising out of signs or the symptoms of the disease and / or condition which has occurred and / or manifested during the Waiting Period shall be excluded from coverage for the entire policy period including renewals.
- 28. War** - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- 29. We/Us/Our** - means TATA AIG General Insurance Company Limited.
- 30. You/Your/Yourself** - means the Policy Holder and/or Insured Person(s) who is named in the Policy Schedule.

SECTION 2: BENEFITS

SECTION A. CRITICAL ILLNESS BENEFIT

While this Policy is in force, the Company shall provide the benefit in one lump sum as stated in the Schedule of Benefits <<__>>subject to the provisions, conditions and limitations contained herein or which may be endorsed hereinafter if the Insured is diagnosed to be suffering from or undergoing for the first time of the surgical procedure as defined under **Covered Critical Illness** herein below and if all of the following conditions are satisfied.

- The Insured Person experiences a Critical Illness specifically listed and defined in this Policy; and
- The Critical Illness experienced by the Insured is the first incidence of that Critical Illness; and
- The signs or symptoms of the Critical Illness experienced by the Insured Person commenced beyond waiting period of more than 90 days following the Issue Date

of the Certificate of Insurance or Inception Date, whichever is later; and

- None of the General or Specific Limitations or Exclusions specifically contained in this Policy applies.

Only one lump sum payment shall be provided during Insured's Policy Period/s regardless the number of Critical Illness, incapacities or treatments suffered by him/her. This Benefit will be terminated after the lump sum payment paid to the Insured person.

Covered Critical Illness:

A "Critical Illness" shall mean any one of the following critical illness and it is subject to fulfillment of all conditions as defined above of this benefit and as applicable particularly to each Critical Illness as defined below-

C1	Cancer of specified severity
C2	Kidney Failure Requiring Regular Dialysis
C3	Multiple Sclerosis with persisting symptoms
C4	Major Organ / Bone Marrow Transplant
C5	Open Heart Replacement or Repair of Heart Valves
C6	Open Chest CABG
C7	Stroke resulting in Permanent Symptoms
C8	Permanent Paralysis of Limbs
C9	First Heart Attack - of specified severity

C1- Cancer of specified severity

- A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia,

lymphoma and sarcoma.

II. The following are excluded –

- i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN- 2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

C2- Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

C3- Multiple Sclerosis with persisting symptoms

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
 - i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
 - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Neurological damage due to SLE is excluded.

C4- Major Organ / Bone Marrow Transplant

The actual undergoing of a transplant of:

1. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
2. Human bone marrow using haematopoietic stem cells

The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

1. Other stem-cell transplants

- Where only islets of langerhans are transplanted

C5- Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Catheter based techniques including but not limited to, balloon valvotomy/ valvuloplasty are excluded.

C6- Open Chest CABG

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Excluded are:

- Angioplasty and/or any other intra-arterial procedures
- Any key-hole or laser surgery.

C7- Stroke resulting in Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intra-cranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain.

Evidence of permanent neurological deficit lasting for atleast 3 months has to be produced.

The following are excluded:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions.

C8- Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

C9- First Heart Attack - of specified severity

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis for this will be evidenced by all of the following criteria:

- history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- new characteristic electrocardiogram changes
- elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;

2. Other acute Coronary Syndromes

3. Any type of angina pectoris

which shall occur through an Accidental cut or wound) or any other kind of Disease;

Limitations to Section 1 –

The cover under this Policy, for the specific Insured, shall terminate in the event of claim of such insured, becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except under Standard Fire and Special Perils (material damage) and Burglary & Theft section.

- b. medical or surgical treatment
- c. Intentionally self-inflicted ,
- 2. any Injury which shall result in hernia.
- 3. Payment of compensation in respect of Insured Event which occurs whilst the Insured is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world

SECTION B. ACCIDENTAL DEATH

We will pay the Principal Sum shown in the Policy Schedule if Injury to You results in loss of life. The Injury must occur within the Operative Time as mentioned in the Policy Schedule and the loss should be within 365 Days from the date of the accident which caused the Injury. We will pay the Sum Insured as shown in the Policy Schedule less any other amount paid or payable under the Permanent Total Disability sections of this Policy as the result of the same Injury.

Geographical jurisdiction: Worldwide

Disappearance

We will pay the benefit for Loss of Life occurring within Operative Time if Insured person's body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which You were a passenger or as a result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that You shall have suffered loss of life within the meaning of the Policy.

Specific Exclusions:

In addition the General Exclusions listed in this Policy this coverage section shall not cover:

- 1. loss caused, wholly or partly by:
 - a. infections (except pyogenic infections

Limitations:

- a. In case of more than one claim made during the same policy period for which our liability is 100% of the opted Sum Insured we shall pay against only one claim, whichever loss is earlier.

The cover under this Policy, for the specific Insured, shall terminate in the event of claim of such insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except under Section 4 - Education Benefit. & Section 6 - Standard Fire and Special Perils (material damage) and Burglary & Theft section.

SECTION C. PERMANENT TOTAL DISABILITY

We will pay the principal sum shown in the Policy Schedule if Injury to You results in You suffering with Permanent Total Disability. The Injury must occur within the Operative Time as mentioned in the Policy Schedule and the loss should be within 365 Days from the date of the accident

which caused the injury.

We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and Permanent at the end of this period, the principal sum shown in the Policy Schedule. For the purposes of this Section, Permanent Total Disability shall mean as per the Table B below:

TABLE OF BENEFITS- TABLE(B)

Permanent Total Disablement		Compensation Expressed as a Percentage of Sum Insured
1)	Permanent Total Loss of two Limbs	100%
2)	Permanent Total Loss of Sight in both eyes	100%
3)	Permanent Total Loss of Sight of one eye and one Limb	100%
4)	Permanent Total Loss of Speech	100%
5)	Complete removal of the lower jaw	100%
6)	Permanent Total Loss of Mastication	100%
7)	Permanent Total Loss of Hearing in both ears	75%
8)	Permanent Total Loss of one Limb	50%
9)	Permanent Total Loss of Sight of one eye	50%

Specific Definitions for Table (B)

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

Geographical jurisdiction: Worldwide

Specific Definitions:

I. Permanent - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement.

II. Permanent Total Disability - means You are unable to engage in each and every occupation or employment You own for compensation or profit for which You are reasonably qualified by education, training or experience for the rest of your life.

Limitation:

- If more than one loss results from any one Accident, only one amount, the largest, will be paid.
- In case of more than one claim done during the same policy period for which our liability is 100% of the opted Sum Insured or 'Units' we shall pay against only one claim, whichever loss is earlier.
- No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a Doctor or from which the Insured suffered or which was present before the commencement of the Policy Period.
- The cover under this Policy, for the specific Insured, shall terminate in the event of claim of such insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except under Section 4 - Education Benefit. & Section 6 - Standard Fire and Special Perils (material damage) and Burglary & Theft section.

Specific Exclusions:

In addition the General Exclusions listed in this Policy this coverage section shall not cover:

- loss caused directly or indirectly, wholly or partly by:

- a. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
2. medical or surgical treatment
3. any Injury which shall result in hernia.
4. Intentionally self-inflicted Injury ,
5. Payment of compensation in respect of Insured Event which occurs whilst the Insured is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world.

SECTION D. EDUCATION BENEFIT

We will pay the Sum Insured as shown in the Policy Schedule if the Principal Insured suffers either Accidental Death or Permanent Total Disability as described in the Hazard and the said benefit becoming admissible and payable by the company.

We will pay the benefit to Your Eligible Child who is a full time student in any Institution at the time of such Accidental Death or Permanent Total Disability.

Eligible Children who cease to be enrolled as full time students become permanently ineligible for the benefit, even if he or she enrolls at a later date.

We will pay this benefit to the bank account of Eligible child. In case the child is a minor, the benefit will be given to the joint account of the legal guardian and the minor child. Also, In case of cover to more than one child, the benefit will be paid equally to the eligible children. **This would be a onetime payment.**

Definitions:

Institution – means any accredited institution that provides education or training, including but not limited to, any state university private college or trade school.

Limitation:

1. The maximum no. of eligible child/children is upto 2.
2. In case of cover to more than one child, the benefit will be paid equally to the eligible children.

Specific Exclusions:

In addition to the General Exclusions and Specific Exclusions applicable under individual coverage section listed in this Policy this coverage section shall not cover:

1. Eligible Children who cease to be enrolled as a full time student become permanently ineligible for the benefit, even if he or she enrolls at a later date. The benefit is not payable for any term of enrollment as a full time student that begins before that date of Your death.

SECTION E. INVOLUNTARY LOSS OF JOB

We will pay up to the specified limit as mentioned in the Policy schedule in case of Loss of Job of the Insured Person.

BENEFIT PAYABLE:

The Company hereby agrees, to pay, on occurrence of Loss of Job as stated under this Section, in relation to the Insured, the EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule of this Policy) after the commencement of Loss of Job till the reinstatement of employment with the same employer or new employer subject to a maximum of Sum Insured as stated under Schedule of this Policy.

What we will Pay:

Three Home Loan Equated Monthly Installment (EMI) subject to Specific Conditions mentioned

below-

Specific Conditions

- i. You are a permanent employee of the organization working on a full time basis and such employment has been in force for a continuous period of 12 months.
 - ii. You are paying the EMI on a Regular basis ;
 - iii. Submission of Sanctioned letter and Repayment Track Record or Bank account statement reflecting EMI or Loan account Statement.
 - iv. A claim under this section shall become admissible provided the period of termination, dismissal, temporary suspension or retrenchment from employment of the Insured shall not be less 30 consecutive days ("Retrenchment Period").
 - v. You are a salaried employee.
 - vi. This would be a onetime payment at the end of the continuous period of unemployment for which claim has been made and is admissible under the policy.
- c) Any voluntary unemployment;
 - d) Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period.
3. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
 4. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
 5. Any unemployment due to resignation, retirement whether voluntary or otherwise
 6. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.
 7. Second unemployment during the policy period.

Specific Exclusions:

1. The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured being attributed to any dishonesty or fraud or poor performance on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured by the employer.
2. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
 - a) Self employed persons;
 - b) Any claim relating to unemployment

from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;

- c) Any voluntary unemployment;
 - d) Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period.
3. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
 4. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
 5. Any unemployment due to resignation, retirement whether voluntary or otherwise
 6. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.
 7. Second unemployment during the policy period.

Definition-

Loss of Job - for purpose of this policy coverage Loss of Job means loss of employment of the Insured person by the employer on account of retrenchment or layoffs due to any of the following reasons-

- i. Employer rules and regulations (Example, closure of a division or a department on account of poor financial health) or
- ii. Action of any Public Authority or any laws for the time being in force, leading to closure of the Employer firm.

EMI or EMI Amount -means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any

amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

EMI on Regular basis - For the purpose of this Policy, regular EMI payment is defined as the payment of equated monthly installment to the bank/Financial Institution by whom the Home loan has been availed without any defaults and/or any penalties and/or cheque and/or miscellaneous charges.

SECTION F. A HOME: STANDARD FIRE AND SPECIAL PERILS (MATERIAL DAMAGE)

Building & Contents

The Company will indemnify the Insured in respect of loss of or damage to the Building and Contents in the Insured Premises specified in the Schedule against:

- a) Fire**, Excluding destruction or damage caused to the property insured by
 - i) Its own fermentation, natural heating or spontaneous combustion.
 - ii) Its undergoing any heating or drying process.
 - iii) burning of property insured by order of any Public Authority.
- b) Lightning**
- c) Explosion/Implosion**, Excluding loss, destruction or damage
 - a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus in which steam is generated or their resulting from their own explosion/implosion,
 - b) caused by centrifugal forces.

- d) Aircraft Damage:** Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

- e) Riot, Strike, Malicious and Terrorism Damage:** Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- i) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- ii) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- iii) Permanent or temporary dispossession of any Building or plant or unit or machinery resulting from the unlawful occupation by any person of such Building or plant or unit of machinery or prevention of access to the same.

Burglary, housebreaking, Theft, Larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

Terrorism Damage Exclusion Warranty:

This Policy excludes loss, damage, cost or expense 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 or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense 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 the above.

f) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from volcanic eruption or other convulsions of nature.

g) Impact Damage

Loss of visible physical damage or destruction caused to the property insured due to Impact by any Rail/ Road Vehicle or animal by direct contact not belonging to or owned by

- a) the insured or any occupier of the premises or
- b) their employees while acting in the course of their employment.

h) Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/

Rock slide excluding:

- i) the normal cracking, settlement or bedding down of new structures
- ii) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or groundworks or excavations.

i) Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

j) Missile Testing operations

k) Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by:

- i) Repairs or alterations to the Buildings or premises
- ii) Repairs, Removal or Extension of the Sprinkler Installation
- iii) Defects in construction known to the Insured.

l) Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

XIII Earthquake (Fire & Shock)

Loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference

therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

Onus of proof

In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

Excess clause:

5% of each and every claim subject to a minimum of Rs.10,000/-.

What We Will not Cover

This Policy does not cover

Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

Loss, destruction or damage directly or indirectly caused to the property insured by

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component

thereof Loss, destruction or damage caused to the insured property by pollution or contamination excluding

- a. pollution or contamination which itself results from a peril hereby insured against.
 - b. any peril hereby insured against which itself results from pollution or contamination
5. Loss, destruction or damage to bullion or unset precious stones, curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, Cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
 6. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over- running, excessive pressure, short circuiting, arcing, self- heating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
 7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal necessarily incurred by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
 8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

9. Loss by Theft during or after occurrence of any insured peril except a provided under Riot, Strike and Malicious Damage cover.
10. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.
11. Loss or damage to property insured if removed to any Building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

GENERAL CONDITIONS

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.

2. All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company

signified by endorsement upon the Policy by or on behalf of the Company: -

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation or of other circumstances affecting the Building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b) If the Building insured or containing the insured property becomes Unoccupied and so remains for a period of more than 30 days.
- c) If the interest in the property passes from the insured otherwise than by will or operation of law.

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this insurance not been effected.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary Short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing

allow in that behalf, deliver to the Company

- (a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

- (b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Conditions have been complied with.

- (ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the

date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this Policy, the Company may

- a) enter and take and keep possession of the building or premises where the loss or damage has happened.
- b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be

forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every

such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction or of damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. 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 by the parties to or if they cannot agree upon

a single arbitrator 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 each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted 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 arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such

loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Not with standing what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

SUMINSURED

The basis of valuation shall be

- Reinstatement value for buildings and all contents excepting personal effects, and
- Market value for personal effects.

BASIS OF LOSS SETTLEMENT APPLICABLE TO THE SECTION:

- a) The indemnity shall be on the basis of reinstatement value or market value as applicable and as stated above.
- b) In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- c) If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction or of damage to the property by any of the insured perils be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
- d) We shall not make any payment for more than 20% of the contents sum insured in respect of any one item unless specifically

declared by you in your proposal and accepted by us.

- e) Where the Insured Premises and/or Contents can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the Fire or any other peril covered under this Section.
- f) In case of a total loss, the Company shall indemnify the Insured in respect of the replacement costs. The Company shall not be bound to reinstate or replace exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Fire.

Standard Clauses:

AGREED BANK CLAUSE

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/ Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

“It is hereby declared and agreed:-

- i. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named

Financial Institution/ Bank named in the Policy.

- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any Building hereby insured or any Building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vi. It is further agreed that whenever the

Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

REINSTATEMENT VALUE POLICIES

"It is hereby declared and agreed that in the event of the property insured under (Item Nos..... of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by

the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if
 - a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

SECTION F2. HOME :BURGLARY AND THEFT

- a) The Company will indemnify the Insured in respect of loss of or damage to Contents from the Insured Premises. The Company's liability is restricted to the Sum Insured as stated in the policy schedule, caused by actual or attempted Burglary and / or Theft, provided that such Contents are insured

under Fire section of the Policy.

- (b) The Company will further indemnify the Insured in respect of loss of or damage to the Building up to 5% of the Sum Insured in respect of Contents caused during actual or attempted Burglary and or Theft, provided that such Building is insured against Fire Section of the Policy.
- (c) The Company shall not be liable for and no indemnity is available hereunder in respect of loss of or Damage to Valuables, unless specifically stated in the policy Schedule.

Special Conditions:

Jewellery is covered subject to it being kept in locked safe within the household premises up to 20% of the Total Sum Insured of contents.

A. Specific Exclusions

The Company shall not be liable for and no indemnity is available for

- 1. Any loss or damage caused by burglary and/or housebreaking and/or theft where the Insured or any member of the Insured's family is concerned or involved in such burglary and/or housebreaking and/or theft as principal or accessory.
- 2. In respect of loss of or damage to jewellery under this Section unless kept inside locked safe within the Insured Premises.
- 3. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- 4. Loss or damage when insured premises is unoccupied for more than 30 days.

SUMINSURED

Sum insured must represent market value of the property insured which means current replacement value of the item as new at the time of loss or damage less due allowance for betterment, wear & tear and obsolescence

B. Basis of Loss Settlement

- 1. Where the Insured Premises and/or Contents can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted Burglary.
- 2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Burglary.
- 3. If at the time of happening of any event that gives rise to a claim under this policy and the sum insured in this policy is less than 85% of the full value of property then the amount of any payment that we are obliged to make shall be reduced by a sum equal to a ratable proportion of the loss or damaged sustained. Under no circumstances will our liability to make payment exceed the sum insured under this section. Every item, if more than one, of the policy shall be separately subject to this condition.
- 4. We shall not make any payment for more than 20% of the contents sum insured in respect of any one item unless specifically declared by you in your proposal and accepted by us.

Definitions:

Building means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.

Burglary means any theft following upon actual forcible and violent visible entry or / and unauthorized entry to or exit from the Insured Premises with the intent to steal Contents there from.

Contents means the household goods and other personal possessions owned by the Insured or his/her Family or for which they are responsible located inside the Insured Premises such as electronic equipment, household appliances, and goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations. Personal effects such as clothes and other articles of personal nature to be worn used or carried but excluding money but may include Jewellery and valuables.

Jewelry means articles of precious stones, gold, silver or other precious metals specified as such in the Schedule.

Kutchra Construction means buildings having walls and / or roofs of wooden planks thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvass, tarpaulin, or the like.

Public Authority means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.

Valuables means: Jewelry Watches, clocks, photographic equipment, binoculars, telescopes, musical instruments, mobile telephone handsets, digital diaries, electronic calculators, palmtops.

ADDITIONAL CLAUSES TO BE ATTACHED TO THE POLICY

FOR REDUCING SUM INSURED COVERS:

Not with standing anything contrary stated in the Policy, the Sum Insured under the Policy on the date of the Insured Event covered under Sections 1,2,3 & 4 for the purpose of calculation of claim shall be the least of the following:

1. The Principal Outstanding in the books of the Bank/Financial Institution as on the date of occurrence of the Insured Event; or
2. The Principal Outstanding as per the amortization schedule prepared by Bank/ Financial Institution. In the event the Sum Insured as appearing against Section 1,2,3 & 4 of the Schedule of the Policy is less than the total of the actual Loan disbursed upto the date of the occurrence of the Insured Event, then the Amortization schedule shall be calculated as if the actual Loan disbursed was equivalent to the Sum Insured. ; or
3. The Sum Insured as appearing against Section 1,2,3 & 4 of the Schedule

SCOPE OF COVERAGE

Hazard (H 1)

24-HOUR PROTECTION

Exposure to covered diseases and accidents at anytime, anywhere in the world, unless specifically restricted in the Policy.

SECTION 3: EXCLUSIONS

This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, in respect of:

i. Specific Exclusions

1. Any Pre-existing Condition, any complication arising from it, or
2. Any Critical Illness or covered Disease/Illness/ Sickness of which, the signs or symptoms first occurred prior to or within ninety (90) days following the Policy Issue Date or the last Commencement Date, whichever is later, or

3. Any Critical Illness resulting from a physical condition which existed before the Policy Issue Date or the last Commencement Date which was not disclosed , or
4. Intentionally self-inflicted Injury or illness, or sexually transmitted conditions, suicide, or
5. participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
6. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
7. War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
8. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by You, shall return the pro rata premium for any such period of service during the circumstances described in a Hazard; or
9. for any loss of which a contributing cause was Your actual or attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest;
10. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
11. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
12. Arising out of or resulting 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. The Policy also excludes loss, damage, cost or expenses 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.
13. Congenital External anomalies (known or unknown) or any complications or conditions arising therefrom; or
14. Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sport, any bodily contact sport or any other hazardous or potentially dangerous sport for which you are trained or untrained; or
15. Any loss, contributed or aggravated or prolonged by childbirth or from pregnancy. This however does not include ectopic pregnancy proved by diagnostic means and is certified to be life threatening by the Physician; or
16. Any Critical Illness based on a Diagnosis made by the Insured or his/her Immediate Family Member or anyone who is living in the same household as the Insured or by a herbalists, acupuncturist or other non-traditional health care provider; and
17. Cosmetic or plastic surgery or any elective surgery or cosmetic procedure that improve physical appearance, surgical and non-surgical treatment of obesity (including morbid obesity) and weight control

programs, or treatment of an optional nature;

18. Special nursing care, routine health checks or convalescence, Custodial Care, general debility, lethargy, rest cure;
19. Any investigation(s) or treatments not directly related to a Covered Illness or Covered Injury or the conditions or diagnosis necessitating hospital admission;

SECTION 4: GENERAL TERMS AND CLAUSES

i. Standard General Terms & Clauses

1. REDRESSAL OF GRIEVANCE

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers. In case of any grievance the insured person may contact the company through

Website: www.tataaig.com

Toll Free: 1800 266 7780 or 1800 22 9966 (only for Senior Citizen policyholders)

Email: customersupport@tataaig.com

Courier: Customer Support, Tata AIG General Insurance Company Limited, 7th and 8th Floor, Romell Tech Park, Cama Industrial Estate, Western Express Highway, Goregaon(E), Mumbai, Maharashtra 400063

Insured person may also approach the grievance cell at any of the company's

branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at manager.customersupport@tataaig.com.

For updated details of grievance officer, kindly refer the link (<https://www.tataaig.com/grievance-redressal-policy>)

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region (details as mentioned in the Annexure A of this policy) for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management System (<https://igms.irda.gov.in/>).

ii. Specific terms and clauses (terms and clauses other than those mentioned under Section 4 (i) above)

2. RENEWAL CONDITIONS:

The Policy is ordinarily renewable till 65 years unless the Insured Person or any one acting on behalf of an Insured Person has acted in an improper, dishonest or fraudulent manner or any misrepresentation under or in relation to this policy or renewal of the Policy poses a moral hazard.

The Policy and Certificate of Insurance may be renewed by upfront payment of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. Premium rates are subject to revision at the time of renewal depending upon overall performance of the product and / or the claim experience under the policy. We may apply a risk loading on the premium payable based on the health status and claim(s) made on the policy on renewal

of the Policy with Us. The maximum risk loading applicable for an individual will not exceed 150%.

We will inform You about the applicable premium including loading, if any, at the time of renewal in writing. You need to revert to Us with consent and required premium prior to expiry of the policy to enable us to renew the policy without break. Grace Period of 30 days for renewing the Policy is provided under this Policy. Any disease/ condition contracted in the break in period will not be covered and will be treated as Pre-existing condition.

We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy or Certificate of Insurance shall terminate at the expiration of the period for which premium has been paid.

We will not apply any additional loading on your policy premium at renewal based on your claim experience.

You may enhance the sum insured only at the time of renewal of the policy. However the quantum of increase shall be subject to underwriting guidelines of the company.

Any revision / modification in the product will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to You atleast 3 months in advance,

- Your renewal premium for this policy will not change unless we have revised the premium and obtained due approval from IRDA. Premium will also change if you move into a higher age group or change the term or change the sum insured.

- 1) This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the Policy Schedule, whichever is earlier.
- 2) However, We may cancel this Policy / Certificate of Insurance at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you 15 Days notice delivered to You, or mailed to Your last address as appears in Our records, stating when such cancellation shall be effective. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled for non-cooperation of the insured or if you cancel the Policy, the premium shall be computed in accordance with Our short period rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium.

Short rate table –

Annual Policy

Period on risk	% Return Premium
Upto 1 month	3/4th of the annual rate
Upto 3 months	½ of the annual rate
Upto 6 months	1/4th of annual rate
Exceeding 6 months	Nil

3. CANCELLATION CLAUSE

A. For Master Policy

MultiYear Policy

% Refund Premium		
Year of Cancellation	Policy Period (Years)	
	2	3
Year 1	25%	45%
Year 2		11%

In event of part prepayment of the Loan, no refunds of premium shall be made under this Policy. No refunds of premium will be made under the Policy during the last year of the Policy Period.

In event of prepayment of the entire Loan and upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of the Insured shall forthwith terminate and the Company shall not be liable hereunder.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

B. For Certificate of Insurance

- 1) We may cancel each Certificate of Insurance at any time by giving 15 Days written notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective.
- 2) Each Certificate of Insurance will terminate on the earliest of the following dates:
 - a) The date the master Policy is terminated,
 - b) The date the Insured Person is no longer eligible within the classification of Insured Person(s) described in the Policy Schedule,

- c) You cease to be a resident of India,
- d) The date You or We cancel the Certificate of Insurance.

However, We may cancel this Policy / Certificate of Insurance at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you 15 Days notice delivered to You, or mailed to Your last address as appears in Our records, stating when such cancellation shall be effective. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled for non-cooperation of the insured or if you cancel the Policy, the premium shall be computed in accordance with Our short period rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium

Short rate table –

Annual Policy

Period on risk	% Return Premium
Upto 1 month	3/4th of the annual rate
Upto 3 months	½ of the annual rate
Upto 6 months	1/4th of annual rate
Exceeding 6 months	Nil

MultiYear Policy

% Refund Premium		
Year of Cancellation	Policy Period (Years)	
	2	3

Year 1	25%	45%
Year 2		11%

In event of part prepayment of the Loan, no refunds of premium shall be made under this Policy. No refunds of premium will be made under the Policy during the last year of the Policy Period.

In event of prepayment of the entire Loan and upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of the Insured shall forthwith terminate and the Company shall not be liable hereunder.

Not with standing anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

Applicable to Section 6A and 6B

We may cancel this Policy / Certificate of Insurance at any time on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you 15 Days notice delivered to You, or mailed to Your last address as appears in our records, stating when such cancellation shall be effective. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled for non-cooperation of the insured or if you cancel the Policy (annual policy only) by giving you/us 15 days notice, the premium shall be computed in accordance with our short period rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium.

Long-term policy may be cancelled at the request of the insured by giving us 15 days notice. In consideration thereof, refund of premium will be allowed after retaining premium for the period policy was in force as per our normal rates i.e. without allowing any discount. For the purpose of computing refund, fraction of a year shall be rounded to next higher year. In the event a claim has occurred in which case there shall be no return of premium.

Table of Short Period Scales – Applicable to Fire and Burglary section - Annual Policies Only

Period of Risk	Premium to be retained (% of the Annual Rate).
Not exceeding 15 days	10%
Not exceeding 1 Month	15%
Not exceeding 2 Months	30%
Not exceeding 3 Months	40%
Not exceeding 4 Months	50%
Not exceeding 5 Months	60%
Not exceeding 6 Months	70%
Not exceeding 7 Months	75%
Not exceeding 8 Months	80%
Not exceeding 9 Months	85%
Exceeding 9 Months	Full Annual Premium.

4. **CONCEALMENT OR FRAUD:** The entire Policy/ Certificate of Insurance will be void if, whether before or after a loss, You have,

related to this insurance:

- a) intentionally or recklessly or otherwise concealed, not disclosed or misrepresented what we consider to be any material fact or circumstance;
- b) engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
- c) made false statements.

5. Free Look Period – You have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of canceling the Policy stating the reasons for cancellation and You shall be refunded the premium paid by You after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. You can cancel your Policy only if You have not made any claims under the Policy. All Your rights under this Policy shall immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

6. SUBROGATION: In the event of any payment under this Policy, We shall be subrogated to all Your rights of recovery thereof against any person or organization or You shall execute and deliver instruments and papers to us and do whatever else is necessary to secure such rights and provide whatever assistance We might reasonably required from You in the pursuance of Our subrogation rights. You shall take no action after the loss to prejudice such rights however this does not apply to Sections 1, 2, 3, 4 and 5.7. **ENTIRE CONTRACT - CHANGES:** This Policy, together with the Proposal Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance.

No change in this Policy shall be valid until approved by Our authorized officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.

8. CONSIDERATION:

- A. Upfront Premium payment is applicable at the beginning of the policy inception with option of period of 1/2/3 year/s.
- B. The premium payable under each Certificate of Insurance issued under this Policy is payable in installments :
 - a) in the case of annually paid premium – before the beginning of each 12 monthly period when the annual premium installment is due, or
 - b) In the case of monthly / quarterly / half yearly installment premiums – before the beginning of each such period when the premium installment is due.

9. EFFECTIVE DATE:

A. For Master Policy

The Policy will start on the date specified on the Policy Schedule provided it is countersigned by Us and the total premium has been paid and realized by Us

However your coverage under this Policy begins on the latest of:

- 1) the Policy Effective date and hour as stated above; or
- 2) the date on which the premium is paid when due.

B. For Certificate of Insurance

The Certificate of Insurance takes effect on the Effective Date stated in the

Certificate of Insurance. After taking effect each Certificate of Insurance may continue in effect after the renewal date subject to 'RENEWAL CONDITIONS No. 4 'set forth herein. All subsequent Insured Periods shall begin and end at midnight.

10. EXPIRATION DATE:

This Policy will terminate on the earliest of the following dates:

- a) at the expiration of the period for which premium has been paid
- b) Expiration Date shown in the Proposal and Declaration Form and Policy Schedule
- c) You cease to be a resident of India,
- d) The date You or We cancel the Certificate of Insurance.

11. TERRITORY: This Policy applies to incidents anywhere in the world unless limited by Us through endorsement or specifically restricted in the policy.

12. CONTRIBUTION: If at the time of a claim there is another insurance Policy or other contract in Your or the Insured Person's name which covers the Insured Person in respect of the same property or for the same expense or loss then the Insured Person shall have the right to require a settlement of his claim in terms of any of his policies and contribution as defined in the policy will not apply.

Provided further that, If the amount to be claimed under the Policy chosen by the Insured Person, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Insured Person 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 principle

of Contribution defined in Part A – General Definitions. This clause shall only apply to indemnity sections of the policy.

This does not apply to, Accidental Death and Dismemberment, and Permanent Total Disability which We will pay in full if available under this Policy.

13. ELECTRONIC TRANSACTIONS: The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

14. RIGHT TO INSPECT: If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed on that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company

so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under the Policy.

- 15. ASSIGNMENT OF INDEMNITIES:** Indemnity, if any, in case of Your loss of life is payable as defined in the Policy Schedule by default to the nominee declared by You and provided such nominee survives you; else indemnity is payable to Your estate. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.
- 16. CONSENT OF NOMINEE:** Consent of the nominee, if any, shall not be a pre-requisite for any change of nominee or to any other changes in this Policy.
- 17. CHANGE OF NOMINEE:** No change of nominee under this Policy shall bind Us, unless consent for such change thereto is formally endorsed thereon by Our authorized officer.
- 18. MEDICAL EXAMINATION:** We, at Our own expense, shall have the right and opportunity to obtain a post mortem examination report of Your body as permitted by law. Your or Your estate's compliance with the need for such examination report is a condition precedent to establishing liability under the Policy.
- 19. LEGAL ACTIONS:** Without prejudice to Uniform Provision 14 above, no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy.

If We disclaim liability to You for any claim, and if You do not notify Us in writing within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim

shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

- 20. MISSTATEMENT OF AGE:** If Your Age has been misstated; all amounts payable under this Policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event Your Age has been misstated, and if according to Your correct Age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Our liability during the period You are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.
- 21. COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
- 22. OTHER INTEREST:** No person(s) other than you and/or your nominee (s) named by you in this application form can claim or sue us under this policy.
- 23. REASONABLE CARE AND ASSISTANCE:** You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage.
- In addition, You and each Insured Person must assist Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.
- 24. CHANGE OF OCCUPATION:** If You sustain a loss after having changed occupation to one We classify as more hazardous than the stated in the Proposal or while doing for compensation anything pertaining to an occupation so classified, We will pay such portion of the indemnities provided in this policy as the premium paid would

have purchased at the rates and within the limits We have fixed for such more hazardous occupation. Declaration of change of occupation is available on Our website.

25. In the likelihood of this policy being withdrawn in future, we will intimate you about the same 3 months prior to expiry of the policy. You will have the option to migrate to our other similar products basis section 1 – 4 of this policy with similar coverages available with us at the time of renewal with all the accrued continuity benefits, if any, , provided the policy has been maintained without a break.

SECTION 5 : CLAIMS PROCEDURE AND CLAIMS PAYMENT

- a. **NOTICE OF CLAIM/LOSS:** It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 Days after an actual or potential loss begins.
- b. **CLAIM FORMS:** We, upon receipt of a notice of claim, will furnish Your representative with such forms as We may require for filing proofs of loss.
- c. **TIME FOR FILING CLAIM FORMS AND EVIDENCE:** Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.
- d. **SUPPORTING DOCUMENTATION & EXAMINATION:** You or someone claiming

on Your behalf shall provide Us with all documentation, medical records and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 30 days after the date of such loss. Such documentation will include but is not limited to the following:

- 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 of the treatment for which a claim is made.
 - iv. Any other document(s) as requested by Claims Department which is/are relevant to the coverage under the policy.
- e. **Claim Settlement (provision for Penal Interest):**
- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
 - ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
 - iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.

- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due) .(Note to Insurers: The Clause shall be suitably modified by the insurer based on the amendment(s), if any to the relevant provisions of Protection of Policyholder's Interests Regulations, 2017)

- f. PAYMENT OF CLAIM:** All claims under this Policy that are payable to You / Your nominee shall be paid in Indian currency.

SECTION 6 : DISPUTE RESOLUTION

- 1. ARBITRATION:** If any dispute or difference shall arise as to the quantum of claim 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 by the parties to or, if they cannot agree upon a single Arbitrator within 30 Days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators, comprising two Arbitrators - one to be appointed by each of the parties to the dispute/ difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has denied, disputed or not accepted 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 Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

INSURANCE OMBUDSMAN CENTRES

SN	Centre	Address & Contact
1	Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in
2	Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in
3	Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in

SN	Centre	Address & Contact
4	Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in
5	Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in
6	Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in
7	New Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in
8	Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in
9	Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in
10	Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in
11	Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in
12	Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in

SN	Centre	Address & Contact
13	Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in
14	Mumbai	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/ 27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in
15	Noida	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in
16	Patna	Office of the Insurance Ombudsman, 2nd Floor, North wing, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in
17	Pune	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in

For updated list and details of Insurance Ombudsman Offices, please visit website <http://www.cioins.co.in/ombudsman.html>

Prohibition of Rebates - Section 41 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015.

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

IRDA REGULATION NO 5: This Policy is subject to regulation 5 of IRDA (Protection of Policyholder's Interests) Regulation.